



**Amendment No. 1
of
Contract No. NA190000157
for
Austin Resource Recovery
Master Plan Update
between
Burns & McDonnell Engineering
Company
and the
The City of Austin**

- 1.0 The Contract is hereby amended as follows: Change the vendor name as requested by Burns & McDonnell Engineering Company, Inc

	From	To
Vendor Name	Burns & McDonnell Engineering Co.	Burns & McDonnell Engineering Company, Inc.
Vendor Code (for City use only)	BUR0875000	BUR0875000
Vendor Federal Tax ID (FEIN)		

- 2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Cindy Reyes

Digitally signed by Cindy
Reyes
Date: 2021.01.12
07:51:49 -06'00'

Cindy Reyes Contract
Contract Management Specialist III
City of Austin, Purchasing Office

Date



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 6, 2019

Burns & McDonnell Engineering Company, Inc.
Scott Pasternak
Senior Project Manager
8911 Capital of Texas Highway/Building 3, Suite 3100
Austin, TX 78759

Dear Scott:

The Austin City Council approved the execution of a contract with your company for Austin Resource Recovery master plan update in accordance with the referenced solicitation.

Responsible Department:	Austin Resource Recovery
Department Contact Person:	Selene Castillo
Department Contact Email Address:	Selene.castillo@austintexas.gov
Department Contact Telephone:	512-974-6424
Project Name:	Austin Resource Recovery Master Plan Update
Contractor Name:	Burns & McDonnell Engineering Company, Inc.
Contract Number:	MA 1500 NA190000157
Dollar Amount	Not to Exceed \$500,000
Requisition Number:	RQM 1500 19012400239
Solicitation Type & Number:	IFB 1500 SLW3003
Agenda Item Number:	67
Council Approval Date:	June 20, 2019

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen
Procurement Specialist IV
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC. (“Contractor”)
FOR
AUSTIN RESOURCE RECOVERY MASTER PLAN UPDATE
MA 1500 NA190000157**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Burns & McDonnell Engineering Company, Inc. having offices at Austin, TX 78759 and the City, a home-rule municipality incorporated by the State of Texas and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 1500 SLW3003.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, RFP, 1500 SLW3003 including all documents incorporated by reference
- 1.1.3 Burns & McDonnell Engineering Company, Inc.’s Offer, dated March 15, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. This Contract shall become effective on the date executed by the City (“Effective Date”) and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.

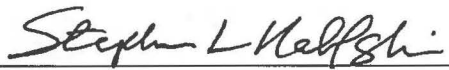
1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$500,000 as indicated in Section 0600A – Price Sheet. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**BURNS & MCDONNELL ENGINEERING
COMPANY, INC.**



Signature

Stephan L. Nalefski

Printed Name of Authorized Person

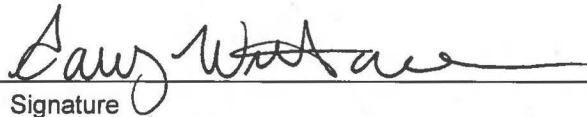
Vice President

Title:

August 1, 2019

Date

CITY OF AUSTIN



Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

8/5/19

Date



PROPOSAL FOR
**AUSTIN RESOURCE RECOVERY
MASTER PLAN UPDATE**

SUBMITTED TO
CITY OF AUSTIN
RFP# **1500 SLW3003**
MARCH 19, 2019

TAB 1-
EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

To prepare a Resource Recovery Master Plan Update, the City of Austin (City) is seeking a consulting services partner that possesses the following:

- ▶ Project team with extensive planning, engineering, analytical, financial, and communications skills with a wide range of resource recovery issues;
- ▶ Established track record of successfully developing and updating master plans focused on zero waste in Texas and nationally; and
- ▶ Proven methodology and available capacity to complete the Plan in a timely manner.

The Burns & McDonnell project team provides these attributes to be a successful partner.

BURNS & MCDONNELL PROJECT TEAM OVERVIEW

Being 100 percent employee-owned means that everyone has an ownership stake in the success of our clients, and all team members are driven to find remarkable solutions.

Burns & McDonnell Engineering Company, Inc. is a fully integrated engineering, architecture, construction, environmental and consulting firm with a multidisciplinary staff of more than 6,000 professionals worldwide. We have large-firm resources but small-firm responsiveness. Because we are relationship-focused and dedicated to creating amazing success for our clients, we have a 90 percent repeat-business rate and client partnerships that span multiple decades. Clients appreciate our entrepreneurial ambition.

With our regional solid waste and resource recovery practice headquartered in Austin, our Austin office will lead this plan for Austin Resource Recovery (ARR). We've recently completed consulting assignments for ARR focused on affordability and recycling processing that will directly inform this master plan. Further, we advised cities such as Dallas, San Antonio and Minneapolis on their zero-waste planning. To provide increased depth, meet the City's MBE/WBE contracting goals and provide the best in class subject matter expertise, we have included the following firms on our project team:

- ▶ **Cascadia Consulting:** Focused on zero waste planning, Cascadia has developed more than 55 zero waste plans for clients that include the cities of Seattle and Los Angeles.
- ▶ **NewGen Strategies and Solutions:** NewGen's Austin office provides solid waste and recycling consulting services for cities with a focus on financial, planning, collection and organics management issues.
- ▶ **CD&P:** An Austin-based community outreach and engagement firm, CD&P has conducted multiple projects for the City of Austin, including outreach and education services for ARR's Universal Recycling Ordinance.
- ▶ **Cultural Strategies:** Focused on public engagement and communications, Cultural Strategies advises clients such as the City of Austin, including educating residents about ARR's curbside compost program.
- ▶ **Beverly Silas & Associates:** This Austin-based communications firm will support our stakeholder engagement.
- ▶ **Asakura Robinson:** Providing perspective on broader sustainability issues, they will assist on research efforts for the commercial and multi-family sectors, building on zero waste planning efforts for Austin's new soccer stadium.

UNDERSTANDING OF PROJECT AND PROPOSED SCOPE OF WORK

The City of Austin has been a leader in the state of Texas and nationally in developing and implementing innovative and effective programs to minimize waste and increase diversion. An example of this leadership is reflected by the City's adoption of the 2011 Master Plan. Since adopting the Master Plan, ARR has implemented multiple programs, services and

6,000
PROFESSIONALS
.....
100%
EMPLOYEE-OWNED
.....
FOUNDED IN
1898
.....
MORE THAN 50
OFFICES

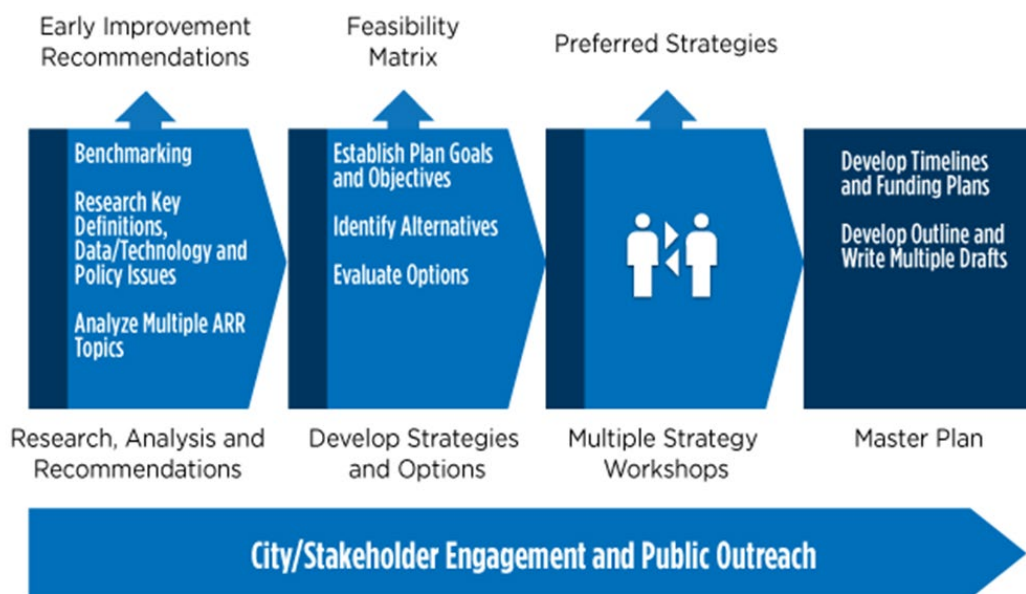
ENR
Engineering News-Record
#1 Engineering
Design Firm
in Texas & Louisiana

FORTUNE
100 BEST
COMPANIES
TO WORK FOR
2018
Best Companies
to Work for in
Texas
2018

regulations focused on continuing to increase diversion and waste minimization. Specifically, the City has transitioned away from traditional solid waste management to focus on zero waste goals and strategies. As the City makes progress toward its goals, the world of solid waste management and resource recovery continues to evolve with challenges and opportunities.

With the passage of several years since adopting the 2011 Master Plan, ARR is seeking a qualified consultant to not only update the existing Master Plan, but to also complete important research on how other cities in Texas and nationally with zero waste and/or high recycling goals are performing and measuring their performance, as well as to analyze and provide recommendations for key existing and potential programs. Furthermore, soliciting and incorporating insight from a broad range of stakeholders that are representative of the Austin community will be critical. In addition, the approach must include collaborating with ARR to ultimately provide an updated Master Plan that can be implemented successfully by balancing objectives that may address increased diversion, costs and voluntary versus mandatory compliance.

Tab 7 includes our proposed approach to developing the Master Plan. We have structured the approach to be consistent with the tasks identified in the City's RFP. The City's RFP requested that we identify creative solutions and highlight innovative ideas used on similar projects; we have included this requested information in our proposed scope of work, identified by the lightbulb symbol. The adjacent graphic summarizes our proposed planning process.



OUR QUALIFICATIONS FACILITATE AN ACTIONABLE PLAN

Since the founding of its Solid Waste and Resource Recovery Practice in 1970, Burns & McDonnell has completed numerous similar master plans for local governments throughout the U.S. These plans have included innovative strategies and options for resource recovery and landfill diversion. Coupled with our teaming partners, our comprehensive experience provides the following benefits to the City of Austin.

- ▶ **Experience with ARR's Benchmark Cities Accelerates Understanding Key Issues:** Our project team has previously assisted 11 of the 14 cities listed in the benchmarking task of the RFP providing a range of resource recovery consulting. Thus, we are already familiar with many of these communities' programs providing us the opportunity to assess in greater depth lessons learned and applicability to the City of Austin. We've advised many of these cities on issues such as residential, commercial, multi-family and construction and demolition recycling; organics management; reduction, reuse and the circular economy, contracting/partnerships; and community-based social marketing and behavior change.
- ▶ **Combination of Master Planning and Zero Waste Planning Enables an Actionable Plan:** We have assisted numerous local governments in Texas and the U. S. with developing solid waste and recycling master plans, including multiple zero waste plans. This breadth of experience will assist ARR develop a plan that is based in real-world experience and feasible outcomes with data-driven approaches. Our team members' experience includes plans

for cities in Texas (e.g. Cedar Park, Dallas, Denton, Georgetown, Houston and San Antonio) and nationally (e.g. Denver, Los Angeles, Minneapolis and Seattle).

- ▶ **City of Austin Experience Facilitates Opportunity to Focus Resources on Important Issues:** Our recent experience for ARR – which ranges from Burns & McDonnell’s affordability study and evaluation of recycling processing contacts to CD&P and Cultural Strategies providing educational and outreach efforts for the URO and residential compost programs – provides our team with strong understanding of ARR’s key issues. Further, with almost all of our team members living in Austin, we understand ARR’s opportunities and challenges.
- ▶ **Proven track record addressing key zero waste topics provides a deep understanding to formulate defensible recommendations:** Our project team provides not only extensive experience completing master plans, but has provided local governments with critical, in-depth analysis of many of the key zero waste topics identified in the RFP. For example, we have been on the forefront spearheading national discussions addressing the metrics of recycling through leadership positions in SWANA and the State of Texas Municipal Solid Waste and Resource Recovery Council.

AUSTIN BASED PROJECT TEAM WITH LOCAL AND NATIONAL EXPERIENCE

Successful completion of this project will require a team that not only has resource recovery planning and financial expertise, but also has a thorough understanding of sustainable materials management and zero waste strategies. Our Project Team will be led by **Scott Pasternak, Project Manager**, who has focused his career providing resource recovery planning, financial, operational, technical and business consulting to governments in Texas and nationally. He will be supported by **Seth Cunningham, Deputy Project Manager**, who has worked closely with Scott to provide resource recovery consulting assistance to local governments for more than 15 years. Both Scott and Seth reside in the Burns & McDonnell Austin, Texas office. **Robert Craggs, Senior Technical Advisor**, has assisted local and state governments throughout the United States with their solid waste and recycling challenges for nearly three decades. His national experience and perspective will complement the extensive Texas planning experience offered by Scott and Seth. We will be supported by resource recovery planners based in our Austin office, **Sarah Holifield and Eric Weiss**.

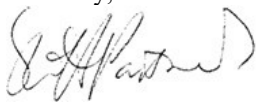
OUR TEAM WILL BE LED BY CONSULTANTS FROM OUR AUSTIN OFFICE, WHICH IS LOCATED 6 MILES FROM ARR HEADQUARTERS.

Julie Richey from CD&P – who has worked with ARR since 2013 on multiple outreach efforts – will lead our stakeholder engagement efforts. She will collaborate with **Sebastian Puente** of Cultural Strategies who has advised ARR on its education and outreach efforts associated with the residential curbside organics program. **Dave Yanke** and **Allison Trulock** of NewGen are experienced resource recovery planners with decades of experience and they previously worked with Scott, Seth and Bob at their prior firm for more than a decade. **Beverley Silas** brings an extensive understanding of stakeholder engagement and strategy. From Cascadia, **Amity Lumper** and **Christine Goudreau** have helped many west-coast cities achieve very high diversion rates. **Katie Coyne** from Asakura Robinson is a sustainability planner who is working on zero waste issues for Austin’s new FC Major League Soccer Stadium.

COMMITTING BURNS & MCDONNELL TO A CONTRACTUAL ARRANGEMENT

Burns & McDonnell is pleased to submit this proposal to ARR. Scott Pasternak and Mark Knaack are empowered to commit the firm to a contractual arrangement with the City of Austin. We look forward to discussing this important project with you.

Sincerely,



Scott Pasternak
Senior Project Manager



Mark Knaack
Principal, Environmental Services

TAB 2-
**CITY OF AUSTIN
PURCHASING OFFICE DOCUMENTS**



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 1500 SLW3003

DATE ISSUED: February 4, 2019

REQUISITION NO.: RQM 1500 19012400239

COMMODITY CODE: 91573, 91832, 95605, 95670

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Sandy Wirtanen

Procurement Specialist IV

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Austin Resource Recovery Master Plan Update

PRE-PROPOSAL CONFERENCE TIME AND DATE: February 20, 2019 from 12PM – 1PM

LOCATION: 124 W. 8th Street, 3rd Floor Purchasing Conference Room

PROPOSAL DUE PRIOR TO: March 19, 2019 at 2 PM

PROPOSAL OPENING TIME AND DATE: March 19, 2019 at 3 PM

COMPLIANCE PLAN DUE PRIOR TO: March 19, 2019 at 2 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFPs, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 1500 SLW3003	Purchasing Office-Response Enclosed for Solicitation # RFP 1500 SLW3003
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	11
0510	EXCEPTIONS CHECKLIST	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0600A	PRICE SHEET	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	19
ATTACHMENT A	PROJECT TIMELINE	1
ATTACHMENT B	REQUEST FOR INFORMATION (RFI) 1500 SLW6001 COMMENTS SUMMARY	4

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Burns & McDonnell Engineering Company, Inc.

Company Address: 8911 Capital of Texas Highway \ Building 3, Suite 3100

City, State, Zip: Austin, TX 78759

Vendor Registration No. BUR0875000

Printed Name of Officer or Authorized Representative: Scott Pasternak

Title: Senior Project Manager

Signature of Officer or Authorized Representative:  _____

Date: March 15, 2019

Email Address: spasternak@burnsmcd.com

Phone Number: 512-872-7141

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by one week prior to the offer closing date by 1:00 PM CST. Any requests should be emailed to sandy.wirtanen@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain be itemized and emailed to the Contract Manager and ARR.AP@austintexas.gov on or before the 15th of each month for all services provided the prior month. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices shall contain the following information at a minimum or they will not be processed and will be returned to the Contractor.
 - i. A unique invoice number;
 - ii. The City provided purchase order or delivery order number and the City contract number, if applicable;
 - iii. A tabulation of work hours performed by each team member at the agreed-upon rates and grouped by task performed in the Contract. Time billed for labor shall be limited to hours actually worked on tasks in the Contract;
 - iv. The Department's name, "Austin Resource Recovery";
 - v. The name of the Contract Manager;
 - vi. The Consultant's name;
 - vii. If applicable, the tax identification number, which must exactly match the information in the Contractor's registration with the City.
 - B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
4. **LIVING WAGES:**
- The City's Living Wage Program, Rule R161-17.14, is located at:**
<http://www.austintexas.gov/edims/document.cfm?id=277854>
- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$15.00 per hour, unless Published Wage Rates are included in this

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solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$15.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
 - C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
 - D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
 - E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
 - F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.
5. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).
6. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

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City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

7. INTERLOCAL PURCHASING AGREEMENTS:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract. Email communication is preferred, but in the case of emergencies, please contact via phone.

Selene Castillo – Planner Principal

Phone: 512-974-6424

Email: selene.castillo@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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1.0 PURPOSE

The City of Austin (“City”) seeks Consultants qualified to update the Austin Resource Recovery (“ARR”) Master Plan by conducting research, analyzing existing programs and data, conducting a gap analysis, conducting stakeholder feedback sessions, and incorporating community feedback and values in recommendations for policy and/or program development. This scope of work (“SOW”) establishes the minimum requirements for these services. The Consultant shall provide products and services as described herein. Until revised or rescinded in writing, this SOW shall apply to future purchases and contractual obligations.

The City issued Request for Information (RFI) 1500 SLW6001 to obtain comments on the Austin Resource Recovery Master Plan Update Scope of Work on November 9, 2018 – December 7, 2018. A summary of the RFI comments that were submitted and reviewed by the City is available in Attachment B.

The Contract will be utilized by ARR. The City reserves the right to allow other City departments to utilize the contract. All eligible proposals submitted in response to this Request for Proposal (“RFP”) that address the objectives of the solicitation will be considered by ARR. However, ARR reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the services and assigned responsibilities described herein, and to waive any technicalities as deemed to be in ARR’s best interest.

2.0 BACKGROUND

In 2011, the Austin City Council unanimously approved adoption of ARR’s Master Plan. The Master Plan is a culmination of two years of research, stakeholder engagement, and community input. The Master Plan serves as a guide for the City to achieve its goal of Zero Waste by reducing the amount of trash sent to landfills by ninety percent by the year 2040. Zero Waste is a shift from traditional waste management, where recyclables are kept out of the trash, to materials management, where trash is what remains once we reduce, reuse, recycle, and compost.

The intent of this project is to revise ARR’s Master Plan and help identify and prioritize new and ongoing objectives of ARR. The current Master Plan can be found at the website: [Current Master Plan](#). The Consultant will undertake the process described in Section 3.0, Scope of Work, to help ARR achieve the following:

- A. Update priorities, tasks, metrics, and data management;
- B. Enhance the City’s current services, programs, and policies based on:
 - 1. Benchmarking;
 - 2. Analysis of the effectiveness of pilot programs;
 - 3. Estimated diversion potentials;
 - 4. Comparisons with the services, programs, and policies of similar cities (see 3.1.1, Benchmarking);
 - 5. Market and infrastructure capacity and strength;
 - 6. Policies analyses; and
 - 7. Cost-benefit analyses.
- C. Identify local reuse and recycling market growth opportunities and tools;
- D. Identify effective outreach and engagement; and
- E. Increase community participation.

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3.0 SCOPE OF WORK

This SOW lists the major tasks and subtasks as currently envisioned but does not attempt to be highly detailed or prescriptive. There is room for creativity in reaching the desired goals, and the approach to be taken by the Consultant is an integral part of the proposal. A preferred project schedule is attached to this SOW. The Consultant shall review the included preferred schedule with ARR's proposed deliverable and completion dates (please reference Attachment A and review Section 7, Deliverables). Proposers shall indicate in their proposal if they can complete tasks in the time proposed, or if they will require either more or less time than proposed for any deliverables. Proposers shall specify in their proposal any and all requested changes to the schedule.

3.1 Task 1: Further Research

The Consultant shall conduct research in the following areas and present technical reports of their findings or case studies for each item defined below. The Consultant shall email reports to the Contract Manager in an editable electronic format, such as Microsoft Word or Microsoft PowerPoint. The Consultant shall also provide a presentation that includes the key findings that can be used during the stakeholder input process.

3.1.1 Benchmarking:

- A. The Consultant shall conduct benchmarking of comparable cities, including at least the following cities:
 - 1. Austin, TX;
 - 2. Dallas, TX;
 - 3. San Antonio, TX;
 - 4. Fort Worth, TX;
 - 5. San Marcos, TX;
 - 6. Minneapolis, MN;
 - 7. Boulder, CO;
 - 8. Boston, MA;
 - 9. Los Angeles, CA;
 - 10. San Diego, CA;
 - 11. San Francisco, CA;
 - 12. San Jose, CA;
 - 13. Portland, OR; and
 - 14. Seattle, WA.

- B. The Consultant's research shall at a minimum answer the following questions:
 - 1. Which cities from list 3.1.1.A are informative for comparison to the City, the Austin metropolitan area, and the ARR Master Plan? Which are not informative?
 - 2. What other cities (if any) should be included for comparison in this research?
 - 3. In what ways does the City's progress toward Zero Waste compare to the progress of comparable cities?
 - 4. How do these cities calculate their diversion rate? What is their most recently published diversion rate? How do their data collection and calculation methods differ from the City's data collection and calculation methods? Reports must include the components each city uses to calculate its diversion rate, including technologies or methods used to track

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data from entities contributing to the waste stream (please reference Section 3.1.3).

5. How do these cities process and market recyclables collected by the City? If they have agreements with Materials Recovery Facilities ("MRFs"), how are the agreements and payments structured? How do their terms differ from agreements that the City has in place?

3.1.2 Diversion, Disposal, and Reuse Rates/Definitions: The Consultant shall evaluate:

- A. Industry definitions and comparable cities' definitions of Zero Waste;
- B. Methods to measure progress towards Zero Waste, with consideration of the availability of data, including consideration of access to data in terms of proprietorship of the data and the frequency at which it can be collected; and
- C. The potential use of a disposal rate that would measure waste thrown away per capita (perhaps in lieu of diversion rate) and more clearly define diversion, disposal, and reuse.

3.1.3 Data and Technology: Given the significant advances in technology and data collection since the adoption of the Master Plan, City staff recommends that addressing data and technology be a priority in this SOW. The Consultant shall:

- A. Research new technologies and methods that support tracking data from entities contributing to the waste stream (private haulers, residential, commercial, etc.). The Consultant shall provide case studies for new technologies and/or methods whose implementation could improve the City's diversion rate; and
- B. Explore other new and existing technologies for the recycling, composting, and/or disposal of collected materials and the potential impact of the City's facilitation or deployment of those tools, processes, or programs.

3.1.4 Policy and Program Development: The Consultant shall develop recommendations on how to enhance policy and programming by evaluating issues such as:

- A. What are the best ways to balance voluntary compliance, incentive building, and regulation?
- B. How might the City structure policy to most effectively increase diversion activities in waste streams serviced by ARR and private haulers, while also considering the various contributors to the waste streams (e.g., residential, commercial, multifamily, institutional, and industrial customers)?

3.2 Task 2: Analysis and Recommendations

The Consultant shall engage subject matter experts ("SMEs") to review, analyze, and make recommendations for the topics listed below. The Consultant may propose additional topics in the proposal, explaining in detail why that research would be informative and/or significant. For each topic, the Consultant shall produce a report that includes estimated costs and potential rate impacts to ARR customers, and which shall be developed in consultation with ARR Finance staff. Reports shall be emailed to the Contract Manager and shall be provided in an editable electronic format, such as Microsoft Word or Microsoft PowerPoint. The Consultant shall also provide a presentation of the key findings that can be used during the stakeholder input process. The presentation shall be completed after the final report for each topic is accepted by the Contract Manager.

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- 3.2.1 Capture Rate: The Consultant shall use existing data to study the capture rate (percentage of total recyclables and compostables in the waste stream that are diverted from landfill) for ARR curbside customers and for waste streams serviced by private haulers. The Consultant shall develop specific recommendations for increasing the capture rate of both of these categories. The Consultant shall also make specific recommendations for increasing the capture rate at multifamily sites.
- 3.2.2 Messaging, Outreach, and Affecting Behavioral Change:
- A. The Consultant shall evaluate how to measure the efficacy of outreach, collateral, and messaging, and shall make recommendations on how best to communicate to customers and City residents.
 - B. The Consultant shall explore new ways to reach residents and drive behavioral change around waste diversion activities.
- 3.2.3 Program Prioritization and Effectiveness: The Consultant shall evaluate which ARR programs are most effective in terms of diversion, waste reduction, consumer engagement, customer participation, carbon mitigation, cost reduction, and efficiency. Consultant shall evaluate the following programs, at a minimum: ARR curbside services, the Recycle & Reuse Drop-off Center ("RRDOC"), the Universal Recycling Ordinance ("URO"), rebate programs, Recycling Economic Development Programs, and other ARR programs related to diversion activities.
- 3.2.4 Data and Continuous Improvement: The Consultant shall evaluate data currently available to measure the City's progress toward the Zero Waste goals, identify necessary data that is not currently collected, and make recommendations about how best to obtain additional data needed to assess progress more comprehensively. The Consultant shall provide cost estimates for implementing additional data collection and tracking, if recommended.
- 3.2.5 Rates, Fees, and Affordability: The Consultant shall review the Affordability Study conducted by ARR in mid-2018, which the City will provide, and the Consultant shall incorporate its assessment of the Affordability Study into its recommendations for the Master Plan.
- 3.2.6 Curbside Recycling Collection: The Consultant shall study potential ways to improve curbside recycling collection with the goals of increasing the volume of recycling collected and reducing contamination. Consultant shall include a review of the City's implementation of weekly recycling collection for curbside customers (from biweekly collection) in the analysis.
- 3.2.7 Organics Processing Capacity: The Consultant shall study whether the organics processing capacity and the infrastructure available within the City and throughout Central Texas is adequate to accommodate the organics streams from food-service businesses required to have an organics diversion program under the [URO](#), and how to incentivize additional investment from the private sector. Additionally, the Consultant shall gather information on the benefits and risks of the City developing its own facility.
- 3.2.8 Organics Diversion: The Consultant shall study how to increase organics diversion at food-service businesses and other organic material generators. The study shall

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include, but not be limited to, research on the following: evaluating how to increase food donations to organizations feeding hungry people and exploring the potential impact of the facilitation or deployment of new tools (e.g., organic waste dehydrators) or programs (e.g., multifamily onsite composting).

- 3.2.9 Construction and Demolition Recycling: The Consultant shall study the progress, impact of, and potential future steps for, the [Construction and Demolition Recycling Ordinance](#), identifying any barriers to compliance, such as lack of access to processing facilities and suggesting potential solutions to such barriers, including cost estimates.
- 3.2.10 Partnerships: The Consultant shall explore new or enhanced partnerships for the City and include, at a minimum:
- A. Regional entities to help reinforce consistency in messaging, particularly on accepted materials and hard-to-recycle materials;
 - B. Private businesses or other City departments or entities for satellite drop-off locations for hard-to-recycle items;
 - C. Local universities and schools for internships, research opportunities, and other collaborative problem-solving;
 - D. Businesses and residents to recognize with awards or incentives for Zero Waste achievements, as well as those to present with disincentives or feedback for improper recycling; and
 - E. Private haulers to identify shared challenges and potential solutions and to explore roles private haulers could play in helping the City advance its Zero Waste goal.
- 3.2.11 Recycling Markets, Economic Development Approach: The Consultant shall provide input on the following focus areas:
- A. Tools for developing local or regional recycling markets;
 - B. Construction/deconstruction markets and opportunities (reuse of building materials rather than demolition);
 - C. Analysis of which types of recycling-related firms the City should target for recruitment, based on the Austin area's competitive advantages and the likelihood of success in our economy;
 - D. Incentives to attract and retain recycling, remanufacturing, and reuse companies, and specific ways that new policy and programmatic tools can be structured to incentivize such companies to locate to the City area;
 - E. Review of programs and tools used by other communities that have proven to attract and retain Zero Waste focused businesses; and
 - F. Review of how recycling markets, including actions taken by China or other export markets, impact ARR programs and ARR's progress in reaching its Zero Waste goal.
- 3.2.12 Reduction, Reuse, and the Circular Economy:
- A. The Consultant shall identify where ARR involvement can have the greatest impact in promoting the manufacture and use of durable goods.
 - B. The Consultant shall provide recommendations on promoting reuse and encouraging reduced use of household hazardous waste.
 - C. The Consultant shall consider and include reuse strategies alongside other strategies in recommending how to move the City toward a more circular

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economy. These strategies could include but are not limited to efforts in source reduction, enhanced durability of materials, better use of idle resources, promotion of repair and maintenance over disposal, incentivized sharing, and/or green product design.

- 3.2.13 Universal Recycling Ordinance: The Consultant shall study the progress, impact, and potential future steps of the URO (link provided in Section 3.2.7), including the effectiveness of the ordinance requirements at achieving diversion goals and the identification of any barriers to compliance.
- 3.2.14 Recycling Processing: The Consultant shall review the contracts ARR has with MRFs for the processing of recyclable materials collected through its curbside program. The Consultant shall evaluate the terms of these contracts and make recommendations about the most cost-effective methods to process and market the materials collected in the curbside program.
- 3.2.15 Collection of Hard-to-Recycle Items: The Consultant shall evaluate potential collection methods for hard-to-recycle items that are not accepted in the curbside recycling program, such as polystyrene foam, plastic film, batteries, electronics, and paint. ARR accepts these items at the RRDOC and wants to explore convenient and cost-effective recycling options for all residents, taking into consideration that not all residents are able or willing to travel to the RRDOC.
- 3.2.16 Risk Analysis and Disaster Debris Management: The Consultant shall perform a risk analysis that shall identify significant risks to the solid waste management program and develop strategies to eliminate or minimize these risks. Risk events could include major storms, loss of material markets, safety issues, landfill closures, or other related events. The Consultant shall also provide recommendations on managing disaster debris.

3.3 Task 3: Stakeholder Input Process

- 3.3.1 The Consultant shall plan and conduct a stakeholder input process in conjunction with ARR staff to update the relevant values, guiding principles, goals, and objectives of the Master Plan, collecting and incorporating stakeholder feedback in its recommendations. ARR is looking for creative ideas for the stakeholder input process that will achieve the goals of engaging a diverse segment of the City's community and providing both online and in-person engagement opportunities.
- 3.3.2 During the stakeholder input process, the Consultant's responsibilities shall include:
 - A. Developing stakeholder outreach plans in consultation with ARR staff;
 - B. Conducting public stakeholder input meetings, including locating and providing industry SMEs to make presentations and respond to questions at such meetings;
 - C. Summarizing and documenting stakeholder input; and
 - D. Presenting all research findings, analyses, and recommendations to stakeholders for review and comment prior to drafting the updated Master Plan. Presentations to stakeholders can occur at meetings, in online formats, or by other methods recommended by the Consultant. ARR is seeking innovative

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and engaging strategies to share the information with stakeholders and get their feedback, which can be used to help shape the updated Master Plan.

- 3.3.3 During the stakeholder input process, ARR's responsibilities will include:
 - A. Securing locations and handling event logistics for all stakeholder meetings;
 - B. Inviting stakeholders and publicizing opportunities for stakeholder input; and
 - C. Approving all stakeholder outreach plans.

3.4 Task 4: Drafting and Revising Master Plan

- 3.4.1 The Consultant shall revise and draft the Master Plan with the information gathered during its studies and research conducted in Tasks 1–3.

- 3.4.2 The preferred schedule for the drafting and review process is outlined in Attachment A. Major revisions shall include but not be limited to rewriting large amounts of text, adding additional sections, incorporating or revising information on strategies or analyses, reordering the structure or sequence of a draft, or other substantial changes to the updated Master Plan ("Major Revisions"). Minor revisions shall include but not be limited to rearranging or changing the wording of passages, adding explanations or examples, clarifying statements, correcting grammar and usage errors, adding definitions or lists, correcting factual errors or misleading statements, and conforming passages to align in tone and style ("Minor Revisions"). The Consultant shall make requested Major Revisions and Minor Revisions at each stage of the drafting process as prescribed in the steps below. However, additional deliverables and any non-contractually prescribed changes to the review process may be required upon agreement between ARR and the Consultant.
 - A. Proposed outline of Master Plan shall include two rounds of Major Revisions and two rounds of Minor Revisions;
 - B. First draft of the updated Master Plan shall include two rounds of Major Revisions and one round of Minor Revisions;
 - C. Second draft of the updated Master Plan shall include one round of Major Revisions and two rounds of Minor Revisions; and
 - D. A final draft of the updated Master Plan shall include three rounds of Minor Revisions.

3.5 Task 5: Presenting Research Findings, Recommendations, and Draft Plan

- 3.5.1 The Consultant shall present research findings, analyses, and drafts of the Master Plan. The subtasks during this include, but are not limited to:
 - A. Developing and providing drafts of the updated Master Plan, along with requested Major Revisions and Minor Revisions, in electronic, editable form (e.g., Microsoft Word);
 - B. Developing and providing drafts of presentations that summarize efforts related to development of the updated Master Plan and its contents;
 - C. Locating and providing SMEs to present analyses and recommendations (Task 2) during stakeholder input process;
 - D. Attending meetings with ARR staff to present research findings (Task 1), recommendations, analyses (Task 2), and drafts of the updated Master Plan. These meetings shall include, but are not limited to, attendance with the following groups:
 - 1. ARR's Executive Leadership Team (estimated at 2–4 meetings);

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2. General public (estimated at 8–10 meetings. Includes meetings held as part of stakeholder input process, as specified in Task 3.);
 3. Zero Waste Advisory Commission (estimated at 3 meetings); and
 4. Austin City Council (estimated at 2 meetings);
- E. Providing electronic copies of all documents and providing 15 color printed copies of the final draft plan to present to City Council.

NOTE: Additional tasks related to a presentation of the draft Master Plan may be assigned upon agreement between ARR and the Consultant.

- 3.5.2 The Consultant's presentation of the draft Master Plan shall include timelines and funding plans for policy and program development and implementation. All recommendations shall comply with the [Capital Area Council of Governments' Regional Municipal Solid Waste Plan](#) and shall be prioritized according to such factors as contribution towards updated values or goals, beneficial impact, and ease of implementation.

3.6 Task 6: Project Management

- 3.6.1 At a minimum, the Consultant shall meet the project management requirements listed below and the reporting deliverables outlined in Section 8.1.
- A. Provide biweekly progress updates to the Contract Manager by phone or in person; and
 - B. Provide monthly budget tracking, updated each month to show how much the Consultant has spent on each task in relation to the approved budget for that task. This information shall be submitted with the invoice.

4.0 OTHER RESPONSIBILITIES OF THE CONSULTANT

4.1 Project Manager

The Consultant shall provide a Project Manager who will oversee the contract. The Consultant shall provide contact information for the Project Manager and an alternate contact person who will be available by telephone between 8:00 AM and 5:00 PM Central Time, Monday through Friday. The Consultant shall also provide ARR with emergency contact information for after-hours and weekends. The City reserves the right to request a change in Project Manager.

4.2 Commencement of Work

The Consultant shall not commence work until Consultant has been thoroughly briefed on the scope of the project and has been notified to proceed by the Contract Manager.

5.0 CITY'S RESPONSIBILITIES

5.1 Existing Materials

ARR will provide the Consultant with all existing plans, reports, computations, and other data in its possession, if any, relative to this particular service at no cost to Consultant. However, any and all such information shall remain the property of the City and shall be returned at the City's request.

5.2 Availability

The City and administrative staff will be available to assist the Consultant in facilitating the process and keeping costs down. The City will assist in arranging and advertising all public

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meetings. Most importantly, the City will work closely with the Consultant in gathering information and in reviewing any work product before it is submitted to any reviewing body. A minimum of two weeks prior to public meetings or workshops shall be allowed for the staff to review and comment on drafts.

6.0 QUANTITIES AND OMISSIONS

6.1 Quantities

Quantities provided in this RFP are estimates and for evaluation purposes only. Actual quantities may be larger or smaller, and no quantities are guaranteed. The City reserves the right to add similar services to this contract.

6.2 Omissions

It is the intention of this RFP to acquire the complete services described herein. All items and/or services omitted from this document which are clearly necessary to meet the objectives of the services described will be considered requirements, although not directly specified or called for herein.

6.3 Out of Scope Services

Services not included hereunder or in a service schedule will be provided at prices and on terms mutually agreed to by both parties.

7.0 DELIVERABLES

This list includes major deliverables, and is broken down into chart form below and in Attachment A. Other work products may be required to fulfill all aspects of the SOW. The Consultant shall address any schedule adjustment requests (if less time or more time is necessary) in their proposals.

NOTE: Stakeholder presentations (as described in Section 3.3.2) over the materials shall occur at various times within the project and are not outlined in this deliverable chart below. The Consultant is responsible for providing that deliverable as described herein.

Deliverables/Milestones	Approximate Timeline (refer to preferred schedule document attached)	Contract Reference/ Section
Stakeholder Engagement Plan	3 weeks following contract execution	3.3.1
Benchmarking Research Report	5 weeks following contract execution	3.1.A
Diversion, Disposal, and Reuse Rates/Definitions Research Report	5 weeks following contract execution	3.1.B
Data and Technology Research Report	5 weeks following contract execution	3.1.C
Policy and Program Development Research Report	5 weeks following contract execution	3.1.D
Analysis and Recommendations: Capture Rate	15 weeks following contract execution	3.2.1

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Analysis and Recommendations: Program Prioritization and Effectiveness	15 weeks following contract execution	3.2.3
Analysis and Recommendations: Data and Continuous Improvement	15 weeks following contract execution	3.2.4
Analysis and Recommendations: Rates, Fees, and Affordability	19 weeks following contract execution	3.2.5
Analysis and Recommendations: Curbside Recycling Collection	19 weeks following contract execution	3.2.6
Analysis and Recommendations: Collection of Hard-to-Recycle Items	19 weeks following contract execution	3.2.15
Analysis and Recommendations: Organics Processing Capacity	23 weeks following contract execution	3.2.7
Analysis and Recommendations: Organics Diversion	23 weeks following contract execution	3.2.8
Analysis and Recommendations: Construction and Demolition Recycling Ordinance	23 weeks following contract execution	3.2.9
Analysis and Recommendations: Universal Recycling Ordinance	23 weeks following contract execution	3.2.13
Analysis and Recommendations: Recycling Markets, Economic Development Approach	27 weeks following contract execution	3.2.11
Analysis and Recommendations: Reduction, Reuse, and the Circular Economy	27 weeks following contract execution	3.2.12
Analysis and Recommendations: Recycling Processing	27 weeks following contract execution	3.2.14
Analysis and Recommendations: Messaging, Outreach, and Affecting Behavior Change	31 weeks following contract execution	3.2.2
Analysis and Recommendations: Partnerships	31 weeks following contract execution	3.2.10
Master Plan Outline	44 weeks following contract execution	3.4.2
Master Plan Draft 1	51 weeks following contract execution	3.4.2
Master Plan Presentation Materials for Stakeholder Engagement and presentations to Commissions and City Council	60 weeks following contract execution	3.4.2
Master Plan Draft 2	65 weeks following contract execution	3.4.2
Master Plan Final Draft	TBD	3.4.2

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8.0 REPORTING, LICENSES, AND PAYMENT

8.1 Monthly Reports

The Consultant shall provide the Contract Manager with monthly reports, submitted with the monthly invoice, including the following information at a minimum:

- A. Updates on project work;
- B. Deliverables completed; and
- C. Updated project schedule, if applicable.

8.2 Certifications, Licenses, and Permits

8.2.1 The Consultant shall have, maintain, and make available upon request throughout the term of any resulting contract, all licenses and permits required by federal, state, and local agencies to provide all services described herein.

8.2.2 The Consultant and all subcontractors shall comply with all laws applicable to the services under this contract, including all federal, state, and local laws, and Travis County and City ordinances. The Consultant and all subcontractors shall have and maintain current identification numbers, licenses, permits, and other governmental approvals or authorizations required by all applicable environmental or safety laws. ARR may, at any time, terminate this contract with cause based on the Consultant's or any subcontractor's noncompliance with applicable environmental or safety laws. The Consultant shall be solely responsible for its compliance and its subcontractors' compliance.

8.3 Payment

8.3.1 The Consultant shall not be compensated for work made necessary by the Consultant's negligent errors or omissions. In the event of any dispute over the classification of the Consultant's services as basic or additional services under the resulting contract, the decision of the City shall be final and binding on the Consultant.

8.3.2 It is expressly understood and agreed that the Consultant shall not furnish any additional services without the prior written authorization of the City. The City shall have no obligation to pay for such additional services which have been rendered without the prior written authorization of the City as hereinabove required.

8.3.3 The Consultant shall make, without expense to the City, revisions to the Consultant's work that may be required to correct negligent errors or omissions so the Consultant's work meets the needs of City, at the request of the City. The Consultant shall correct without additional compensation any errors or omissions which are found to result from negligence by the Consultant. In the event of any dispute over the classification of the Consultant's work as complete, accepted, or approved under this contract, the decision of the City shall be final and binding on the Consultant, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

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1.0 PROPOSAL FORMAT

Prefacing the proposal, the Offeror shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

A. Tab 1 – Executive Summary: Provide an Executive Summary of three pages or less which gives in brief terms a summation of the Proposal. This summary should outline the firm's understanding of the project. It must affirm qualifications for professionally and expertly conducting the work as understood. An authorized official empowered to commit the firm to a contractual arrangement must sign the summary.

B. Tab 2 – City of Austin Purchasing Documents:

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0510 – Exceptions Checklist
- iii. Section 0605 – Local Business Presence Identification
- iv. Section 0700 – Reference Sheet
- v. Section 0800 – Non-Discrimination and Non-Retaliation Certification
- vi. Section 0815 – Living Wages Contractor Certification
- vii. Section 0835 – Non-Resident Bidder Provisions
- viii. Section 0840 – SDVBE Contractor Certification
- ix. Completed and signed Section 0900 Subcontracting/Sub-Consulting Utilization Form. **If you will be utilizing subcontractors, you must contact the Small and Minority Business Resources Department (SMBR) at 512-974-7600 to obtain a list of MBE/WBE firms available to perform the service and include the completed 0905 Subcontracting/Sub-Consulting Utilization Plan with your proposal packet under Tab 2.**
- x. Published Addendums

C. Tab 3 – Authorized Negotiator: Include the name, address, and telephone number of the person in your organization authorized to negotiate Contract terms and render binding business decisions on Contract matters.

D. Tab 4 – Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

E. Tab 5 – Cost Proposal: The Offeror shall provide pricing in accordance with Section 0600, Proposal Sheet. The cost shall be evaluated relative to the number of hours of professional consulting services and the overall expertise of the firm's personnel. The price quoted shall be a "not to exceed price." The Offeror with the lowest cost to the City is given the maximum points. All others will be awarded points on a prorated basis.

F. Tab 6 – Experience and Qualifications:

- i. The Offeror, in order to demonstrate their expertise, abilities, and compliance in the minimum qualifications, may provide a descriptive letter, outline, summary, or synopsis outlining their experience. The Offeror with the most experience that meets the minimum qualifications will be given the maximum points. All others will be awarded points on a

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prorated basis. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. The Contractor must provide written documentation verifying that the Offeror has a minimum of five years of experience performing similar services, including experience in:

- A. Developing similar master plan documents for government agencies. Include number of years of experience and describe relevant projects in proposal;
 - B. Using innovation methods to develop customer-oriented solutions. Include number of years of experience and describe relevant projects and methodologies in proposal;
 - C. Zero waste policy and program development;
 - D. Measurement of diversion programs;
 - E. Economic development principles and market analysis; and
 - F. Community-based social marketing and behavior change approaches.
- ii. Profile of Firm: This should indicate the firm's professional experience in conducting work of the nature sought by this RFP. It should also include:
- A. Location of firm's office that will provide services;
 - B. The names of principal and key personnel who will be assigned to the project. State the primary work assigned to each person and the percentage of time each person will devote to this work;
 - C. Professional resumes of each key member of the project team;
 - D. A brief reference list of municipalities served by the firm; and
 - E. Any other information describing the firm that relates to the expertise of the firm when doing comparable work.
- iii. Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

G. Tab 7 – Project Approach and Methodology:

- i. Describe the technical plan for accomplishing required work. This includes evaluation of the soundness of the approach relative to the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the work to ensure timely and orderly completion. Please provide this information broken down by tasks. Include a discussion of any substantive or innovative ideas used in any other similar projects, which may be applicable to this project. Also include any deviations from the deliverable timetable within Section 0500, Scope of Work.
- ii. The methods and procedures proposed to conduct the requested work.
- iii. Each Offeror can be allotted the maximum number of points for this section.
- iv. A statement of your compliance with all applicable rules and regulations of federal, state and local governing entities. The Offeror must state his compliance with terms of this RFP.

H. Tab 8 – Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

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2.0 SERVICES-DISABLED VETERAN BUSINESS ENTERPRISE (“SDVBE”)

The City seeks opportunities for Service-Disabled Veteran Business Enterprises to participate on City contracts. Any Offeror that meets this qualification will receive a 3% preference toward its formal proposal, in the manner set out in section 4(B)(i). An Offeror is considered an SDVBE if the Offeror is certified by the State of Texas, Historically Underutilized Business HUB Program with the State Comptroller's Office. The preference only applies to Prime Contractors responding to RFPs, not any subcontractors utilized. Complete and return the Section 0840 – SDVBE Contractor Certification Form when responding to the RFP solicitation.

3.0 PROPRIETARY INFORMATION

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If an Offeror does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

4.0 DEBRIEFINGS

Any Offeror to this solicitation may request a debriefing up until thirty (30) calendar days after the contract has been fully executed. Accepting debriefing requests after thirty (30) days of contract execution will be at the sole discretion of the City. Debriefings will be scheduled at the availability of the authorized point of contact and will focus specifically on the offer submitted by the Offeror.

5.0 EXCEPTIONS

List any exceptions that your company is making to the solicitation in Section 0510. Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

6.0 PROPOSAL PREPARATION COSTS

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Offeror.

7.0 EVALUATION FACTORS AND AWARD

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Offeror in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Offeror after proposals are received. Offers should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors:

Evaluation Factor No.	Title	Maximum Point Value
1	Cost Proposal	27
2	Experience and Qualifications	25
3	Project Approach and Methodology	35
4	SDVBE	3
5	Local Business Presence	10
Total:		100

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i. Local Business Preference (Maximum 10 Points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1% and 24%	2
No local presence	0

- ii. Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposer Offerors based on those scores. "Short-listed" Offerors may be invited for presentations or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

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CITY CODE CHAPTER 2-9C NON-PROFESSIONAL MBE/WBE PROCUREMENT PROGRAM

Solicitation Name: Austin Resource Recovery Master Plan Update

Solicitation Number: RFP 1500 SLW3003

Issue Date:

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MBE/WBE GOALS

Annual/Project Participation Goals			Annual/Project Participation Subgoals		
MBE	_____	%	OR	African American	4.35 %
WBE	_____	%		Hispanic	3.39 %
Combined MBE/WBE	_____	%		Asian/Native American	1.41 %
				WBE	7.75 %

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Commodities (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at <http://www.austintexas.gov/smbdocuments> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Invitation for Bid agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A) and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *MBE/WBE Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact is not a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *MBE/WBE Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

MBE/WBE COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

If the *MBE/WBE Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

SMBR may request written clarification of items listed on the *MBE/WBE Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *MBE/WBE Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *MBE/WBE Compliance Plan*. Changes to the *MBE/WBE Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *MBE/WBE Compliance Plan* as indicated. ***MBE/WBE Compliance Plans not complying with the MBE/WBE Compliance Plan Instructions shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.***

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

Section III MBE/WBE Compliance Plan Summary

This section is a summary of subcontractor participation for this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The MBE/WBE Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Subcontractors

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE’s subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the MBE/WBE Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *MBE/WBE Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

- (A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:
- (1) work performed by the MBE/WBE's own forces;
 - (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
 - (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- (B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:
- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
 - (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
- (C) When an MBE/WBE subcontractor listed on the MBE/WBE Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.
- (D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the MBE/WBE Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.
- (E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.
- (F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not

performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

- (G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the MBE/WBE Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the MBE/WBE Compliance Plan is filed may cease to be a certified Firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write "N/A" in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable***. If Bidder did meet the project goals, please indicate "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII MBE/WBE Compliance Plan Checklist

Please complete the *MBE/WBE Compliance Plan Checklist* with the information requested if the stated project goal(s) are not met.

GOOD FAITH EFFORTS INSTRUCTIONS

(See *Appendices B and D*)

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the MBE/WBE Compliance Plan. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The *Availability List* (Appendix D) is included with the solicitation documents and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders **must** contact **all** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may request from SMBR or visit https://www.ci.austin.tx.us/financeonline/vendor_connection/search/vendors/certvendor.cfm for proof of certification and the specific work areas for which the subcontractor has been certified.

Appendix B provides a format for collecting required information from the subcontractors on the *Availability List*. The information must be obtained at least seven (7) business days prior to the submission of the *MBE/WBE Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Included with the solicitation documents is an alphabetized list containing the names and addresses of the MBE/WBE Firms listed on the Appendix D. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

F	Female	M	Male
AA/B	African American	H	Hispanic
A/NA	Asian/Native American	W/C	Caucasian
LOC	A firm's two-digit location code (e.g., SL or TX)	AU	Austin
SL	Significant Local Business Presence (SLBP)	TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *MBE/WBE Compliance Plan* and the Good Faith Efforts documentation submitted with the *MBE/WBE Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the *MBE/WBE Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria). The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.
- (B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information)
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*)
- Lists and copies of letters sent by mail, hand delivered, or e-mailed
- Breakdown of negotiations made with certified firms
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media
- Other communications regarding contacts with trade associations and Chambers of Commerce

The following additional Good Faith Efforts factors may also be considered:

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant)
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services
- Copies of all proposals received in response to Bidder contacting other Firms

POST-AWARD INSTRUCTIONS

(See Appendix C)

Confirmation Letters

All Bidders are required to include copies of the confirmation letters received from subcontractors, confirming the Subcontractors' willingness to provide services should the contract be awarded.

Changes to the *MBE/WBE Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *MBE/WBE Compliance Plan* must be submitted on the Request for Change of *MBE/WBE Compliance Plan* Form for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *MBE/WBE Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ Change Order/Contract Amendments

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval

to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Bidder's MBE/WBE Compliance Plan will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved MBE/WBE Compliance Plan ; and
- Failure to comply with the approved MBE/WBE Compliance Plan without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Austin Resource Recovery Master Plan Update
Solicitation Number	RFP 1500 SLW3003

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE		%
African American	4.35	%
Hispanic	3.39	%
Asian/Native American	1.41	%
WBE	7.75	%

Section II — Bidder Company Information

Company Name		
Address		
City, State Zip		
Phone		
Fax		E-Mail
Name of Contact Person		
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor Code _____</i> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For City of Austin SMBR Use Only:

*I have reviewed this Compliance Plan and found that the Bidder **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9C through GFE.*

Reviewing Counselor _____ Date _____

*I have reviewed this Compliance Plan and have found the Bidder **COMPLIANT** ☐ **NON-COMPLIANT** ☐*

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? *(If no, attach documentation of Good Faith Efforts)* Yes ☐ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	4.35 %	\$	%
Hispanic	3.39 %	\$	%
Asian/Native American	1.41 %	\$	%
WBE	7.75 %	\$	%
MBE	%	\$	%
MBE/WBE Combined	%	\$	%
Non-Certified		\$	%
Total Subcontractor Amount		\$	%
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE		\$	%

Base Bid Amount *(Subs + Bidder amount)*

\$ _____ 100 %

For SMBR Use Only:

Verified participation for each category:

African-American _____ % **Hispanic** _____ % **Asian/Native American** _____ % **WBE** _____ %

MBE _____ % **WBE** _____ % **Combined MBE/WBE** _____ %

Prime _____ % **Non-Certified** _____ %

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Name of MBE/WBE Certified Firm		
City of Austin Certification Data	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%

Section V — Disclosure of Non-Certified Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☐ No ☐ If no, state reason(s) below and attach documentation:

Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Section VI — Disclosure of Second-Level Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
First-Level Subcontractor		
Name of Second-Level Subcontractor		
City of Austin Certified? (choose one)	<input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE Gender/ Ethnicity:	
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☐ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
<ul style="list-style-type: none"> • Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of advertisements placed in local publication 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Copy of notices sent to Minority and Women organizations 	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<ul style="list-style-type: none"> • Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045 C-Congress Room.

Solicitation Name: _____
 Solicitation Number: _____
 Location of Pre-bid Conference (if any) _____

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

 (Email)

All Responses MUST be received by: _____

CONFIRMATION LETTER

Name of Prime Contractor: _____

Address: _____

Street

City

State

Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$

Project/Solicitation Number: ____

Project Name: _____

Type of Agreement (*check one*): ☐ Lump Sum ☐ Unit Price ☐ CommodityPeriod of Performance: _____ Level of Subcontracting (*check one*): ☐ 1st ☐ 2nd ☐ 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____

Street

City

State

Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements

Prime Contractor:**Subcontractor:**_____
Legal Name of Firm, as registered with the City_____
Legal Name of Firm, as registered with the City_____
Signature_____
Signature_____
Print Name_____
Print Name_____
Title_____
Title_____
Date_____
Date

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.**Notary Public****Notary Public*****Including Suppliers, Manufacturers, Alternates**

City of Austin Subcontract Vendor List - VCRCVS

APPENDIX D

Solicitation No.: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
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Vendors Within the SLBP Area

91573 Public Information Services

AKY5262000 A K YOUNG ASSOC Po Box 650101 Austin Tx 78765-0101	ANNE YOUNG general-akya@att.net 512-476-6686	WB	Female/Caucasian	AU
ADI8313185 ADISA PUBLIC RELATIONS 1033 La Posada Drive 220 Austin Tx 78752	SHURONDA ROBINSON srobinson@makingthingsclear.com 512-472-6112 Fax: 5126461478	MWDB	Female/African American	AU
ALT8322417 ALTURA SOLUTIONS L P 4214 Medical Parkway, Suite 201 Austin Tx 78756	JESUS LARDIZABAL jel@alturasolutionslp.com 512-410-7059	MDB	Male/Hispanic	AU
ASA8322718 ASAKURA ROBINSON COMPANY L L C 816 Congress Avenue, Suite 1270 Austin Tx 78701	Margaret Robinson margaret@asakurarobinson.com 512-351-9601 Fax: 832-201-7198	MDB	Male/Asian	AU
V00000941382 Austin City Advocate LLC 3204 Fairfax Walk Austin Tx 78705	Linda Guerrero lhguerrero9@gmail.com 5124768299	MWB	Female/Hispanic	AU
VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701	Stephanie Motal stephi@b-vdesign.com 512-293-6290	WB	Female/Caucasian	AU
VC0000102206 BEVERLY S. SILAS Po Box 493 Austin Tx 78767-0493	BEVERLY S. SILAS bsilas@beverlysilas.com 512-374-4997 Fax: 5123239800	MWDB	Female/African American	AU
VC0000101188 BOBBIE GARZA-HERNANDEZ Po Box 3911 Austin Tx 78764-3911	BOBBIE GARZA-HERNANDEZ bobbie@pinkpr.biz 512-878-2246 Fax: 512-878-2244	MWDB	Female/Hispanic	AU
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009	DONNA CARTER CDA@CARTERDESIGN.NET 512-476-1812 Fax: 512-476-1819	MWDB	Female/African American	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	CHANNY SOEUR channys@casengineers.com 512-836-2388 Fax: 512-836-4515	MDB	Male/Asian	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
V00000927690 CIVIC COLLABORATION LLC 7605 Clydesdale Dr Austin Tx 78745		DIANE MILLER dmiller@civiccollaboration.com 5129713033	WDB	Female/Caucasian	AU
VS0000010052 Concept Development & Planning, LLC P.O. Box 5459 Austin Tx 78763-5459		Arin Gray agray@cdandp.com 512-533-9100 12 Fax: 512-533-9101	WDB	Female/Caucasian	AU
V00000928702 Cortez Consulting Services 6609 Manchaca Drive Austin Tx 78745		Laura Jean Cortez laura@cortezconsulting.com 5126948757	MWB	Female/Hispanic	AU
VS0000009931 Cox McLain Environmental Consulting, Inc. 8401 Shoal Creek Blvd. Suite 100 Austin Tx 78757		Lorie Cox lorie@coxmcclain.com 512-338-2223 Fax: 512-338-2225	WDB	Female/Caucasian	AU
VS0000024713 Cultural Strategies Inc. 3300 Bee Cave Rd. #650-1136 Austin Tx 78746		Sebastian Puente spuente@cultural-strategies.com 512-501-4971 701 Fax: 512-501-4971	MDB	Male/Hispanic	AU
V00000924464 DARLENE WATKINS 4600 Mueller Blvd Unit 4020 Austin Tx 78723		DARLENE WATKINS info@reachoutaustin.com 5127071622	MB	Female/African American	AU
V00000930870 EJBN, Inc. 16238 Ranch Road 620 N Ste. F - 272 Austin Tx 78717		Elston Johnson elston@ejohnsonconsulting.com 5128097552	MB	Male/African American	AU
ELE7135270 ELEANOR H MCKINNEY LANDSCAPE ARCHITECT INC 2007 Kinney Ave Austin Tx 78704-4007		ELEANOR MCKINNEY ehmla@swbell.net 512-445-5202 Fax: 512-445-3432	WB	Female/Caucasian	AU
VC0000101574 ENVIROMEDIA INC 2021 E 5th St Ste 150 Austin Tx 78702		Valerie Davis vdavis@enviromedia.com 512-476-4368 Fax: 512-476-4370	WDB	Female/Caucasian	AU
LAU8322378 LAURA R CARROLL 111 W 8th St Austin Tx 78701		LAURA RAUN LAURA@RAUNPR.COM 512-583-0929 Fax: 5122368890	WB	Female/Caucasian	AU

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
VC0000101540 LORI BRAUN 4415 Sinclair Avenue Austin Tx 78756		LORI BRAUN lori@loribraun.com 512-554-9322	WB	Female/Caucasian	AU
V00000950397 LaQuetta Washington 4113 Hidden View Ct Round Rock Tx 78665		LaQuetta Washington lqiconsultinggrp@gmail.com 8478459018	MWDB	Female/African American	AU
VS0000031322 LaTonya J Pegues 3201 Bee Caves Rd, Ste 161662 Austin Tx 78746		LaTonya Pegues lpegues@boazent.com 5126863664	MWB	Female/African American	AU
V00000950132 MARIO A ESPINOZA 5007 West Frances Place Austin Tx 78731		MARIO A ESPINOZA marioatx@utexas.edu 5125170019	MDB	Male/Hispanic	AU
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		JANA MCCANN JANAM@MCCANNADAMSSTUDIO.COM 512-732-0001 Fax: 512-732-0004	WDB	Female/Caucasian	AU
VC0000102100 NANCY LEDBETTER & ASSOCIATES INC 20020 Farm Pond Ln Pflugerville Tx 78660		NANCY P. LEDBETTER NANCY@NANCYLEDBETTER.COM 512-694-7797 Fax: 512-252-8322	WDB	Female/Caucasian	AU
V00000946489 Newton O'Neill Communications LLC 5000 Mission Oaks Blvd Unit 10 Austin Tx 78735		Lisa O'Neill lisa@newtononeill.com 5127666178	WB	Female/Caucasian	AU
GRO7148575 RJW OPERATIONS INC 8401 Shoal Creek Blvd Austin Tx 78757		ROBENA JACKSON rj@groupsolutionsrjw.com 512-448-4459 Fax: 512-454-1342	MWDB	Female/African American	AU
VS0000012578 Rifeline, LLC 3724 Jefferson St Ste 114 Austin Tx 78731		Lynda Rife lrife@rifeline.com 5127979019	WDB	Female/Caucasian	AU
V00000929679 Rindy and Associates Inc 2401 East 6th Street #1007 Austin Tx 78702		Cynthia Miller cmiller@rindymiller.com 5126329788 Fax: 5124728145	WB	Female/Caucasian	AU
SNA8315942 SNAP MANAGEMENT GROUP INC 901 East 12th Street Austin Tx 78702		DARRELL PIERCE Darrell@snapmgt.com 512-477-8788 Fax: 512-474-8788	MDB	Male/African American	AU

City of Austin Subcontract Vendor List - VCRCVS

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	VC0000103179 SUE ELLEN JACKSON 8827 Silverarrow Circle Austin Tx 78759	SUE ELLEN JACKSON SEJACKSON@AUSTIN.RR.COM 512-345-5259 Fax: 512-345-1458	WDB	Female/Caucasian	AU
	VS0000030065 Shaila M Abdullah 8408 Dulac Drive Austin Tx 78729	Shaila Abdullah shailaabdullah@gmail.com 512-924-7674	MWDB	Female/Asian	AU
	V00000953469 Sperling Consulting, LLC 795 N Pleasant Valley Rd Austin Tx 78702	coline sperling coline@sperlingconsulting.com 5125226487	WB	Female/Caucasian	AU
	V00000954403 Susanne Bynum 11704 Saddle Rock Dr. Austin Tx 78725	Susanne Bynum susannebynum@nowdesign.work 7134804124	WDB	Female/Caucasian	AU
	VS0000012688 TrachMar, LLC 2900 N Quinlan Park Rd Ste B240 - 321 Austin Tx 78732	Pamela Trachtenberg pamela@trachmar.com 512-828-6430 Fax: 5128287693	MWDB	Female/African American	AU
	VS0000014892 Yates Consulting Inc 611 S. Congress, Suite 100 Austin Tx 78704	Elyse Yates elyse@influenceopinions.com 512-288-4054 Fax: 5122360843	WB	Female/Caucasian	AU

91832 CONSULTING SERVICES (NOT OTHERWISE CLASSIFIED)

	AKY5262000 A K YOUNG ASSOC Po Box 650101 Austin Tx 78765-0101	ANNE YOUNG general-akya@att.net 512-476-6686	WB	Female/Caucasian	AU
	V00000918336 AHW Consulting LLC 9811 S Ih 35 Bldg 6, Ste 100 Austin Tx 78744-7901	Amy Rohsner amy@healthworksergo.com 5128927900 Fax: 5122809298	WB	Female/Caucasian	AU
	VC0000102527 ALLSTAR BIZ GROUP LLC 6006 Tasajillo Trail Austin Tx 78739	GAIL AUSTIN gailaustin@allstarbizgroup.com 512-767-2222 Fax: 512-949-5054	WDB	Female/Caucasian	AU
	ALT8322417 ALTURA SOLUTIONS L P 4214 Medical Parkway, Suite 201 Austin Tx 78756	JESUS LARDIZABAL jel@alturasolutionslp.com 512-410-7059	MDB	Male/Hispanic	AU
	APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217	ROBERTO MORA RMORA@APPLIEDTECHGROUP.NET 512-577-2468 Fax: 512-837-8603	MB	Male/Hispanic	AU

City of Austin Subcontract Vendor List - VCRCVS

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
V00000941850 Alfred Bingham Jr. 2915 Zach Scott Street Austin Tx 78723		Alfred Bingham Jr aj.bingham@gmail.com 7856409972	MDB	Male/African American	AU
VS0000005055 Alice Dendinger Alliance Group, LLC 903 Forest St Georgetown Tx 78626		Alice Dendinger adendinger@austin.rr.com 512-835-1343	WDB	Female/Caucasian	SL
V00000903997 AmaTerra Environmental, Inc. 4009 Banister Lane, Ste. 300 Austin Tx 78704		Jill Madden jmadden@amaterra.com 512-329-0031 Fax: 5123290012	WDB	Female/Caucasian	AU
V00000945807 American Culture Consultants 312 W 39th St Austin Tx 78751		Jennifer Richmond jennifer@americancultureconsultants.com 7372225185	WDB	Female/Caucasian	AU
VS0000018045 B.I.T CONSTRUCTION SERVICES INC 7103 E Riverside Dr Austin Tx 78741		Britanie Olvera britanie@bitservicesinc.com 512-258-5336 Fax: 512-258-5072	MWDB	Female/Hispanic	AU
V00000957348 BPM CONSULTING, LLC 2001 Dry Season Trl Austin Tx 78754		Magdalena Blanco bpmconsult.llc@gmail.com 5127318864	MWB	Female/Hispanic	AU
V00000917827 BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC Po Box 151708 Austin Tx 78715-1708		MARA ASH mara.ash@bafolutions.com 512-366-8183	MWDB	Female/Hispanic	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		CHANNY SOEUR channys@casengineers.com 512-836-2388 Fax: 512-836-4515	MDB	Male/Asian	AU
VS0000021229 COMMUNITY DEVELOPMENT MANAGEMENT CO INC 317 South Main Street Lockhart Tx 78644		Rudy Ruiz rudyr@ccaustin.com 512-398-7129 Fax: 512-376-7304	MDB	Male/Hispanic	SL
V00000932862 Chasse Consulting: Sales Strategies, Inc. 3267 Bee Cave Road Ste. 107-331 Austin Tx 78746		Beverly Chasse debbie@chasseconsulting.com 5123471474 Fax: 5125320921	WB	Female/Caucasian	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
VS0000010052 Concept Development & Planning, LLC P.O. Box 5459 Austin Tx 78763-5459	Arin Gray agray@cdandp.com 512-533-9100 12 Fax: 512-533-9101	WDB	Female/Caucasian	AU	
V00000925166 Concept Thru Commissioning, LLC 12521 Amherst Dr. Ste 200 Austin Tx 78727	Breanne Dene Hanson brenosnah@gmail.com 5125502685	WDB	Female/Caucasian	AU	
VS0000009931 Cox McLain Environmental Consulting, Inc. 8401 Shoal Creek Blvd. Suite 100 Austin Tx 78757	Lorie Cox lorie@coxmcclain.com 512-338-2223 Fax: 512-338-2225	WDB	Female/Caucasian	AU	
VS0000024713 Cultural Strategies Inc. 3300 Bee Cave Rd. #650-1136 Austin Tx 78746	Sebastian Puente spuente@cultural-strategies.com 512-501-4971 701 Fax: 512-501-4971	MDB	Male/Hispanic	AU	
RAP7016655 DICKENSHEETS DESIGN ASSOCIATES LLC 10919 Conchos Trail Austin Tx 78726	RUTH ANN PAUL ruthann@dickensheets.com 512-331-8977 Fax: 5123318947	WB	Female/Caucasian	AU	
FAC8301027 FACILITIES RESOURCE INC 11100 Metric Blvd, Suite 450 Austin Tx 78758-4000	Darren Ross dross@fri-texas.com 512-371-1232 Fax: 512-371-9155	WDB	Female/Caucasian	AU	
VS0000034750 Fagan Consulting, LLC 16001 Spillman Ranch Loop Austin Tx 78738	Ronald Fagan ron@faganconsulting.com 512-517-8053	MDB	Male/African American	SL	
V00000917174 JN3 Global Enterprises LLC 6034 West Courtyard Drive Suite #150 Austin Tx 78730	James Nowlin jnowlin@excelglobalpartners.com 512-501-1155	MDB	Male/African American	AU	
IHS8315176 LESLIE MARRERO 3005 S Lamar Blvd #D109 Pmb314 Austin Tx 78704-9995	LESLIE MARRERO LESMARRERO@AUSTIN.RR.COM 512-589-5844	MWB	Female/African American	AU	
VC0000101540 LORI BRAUN 4415 Sinclair Avenue Austin Tx 78756	LORI BRAUN lori@loribraun.com 512-554-9322	WB	Female/Caucasian	AU	

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C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
V00000950397 LaQuetta Washington 4113 Hidden View Ct Round Rock Tx 78665		LaQuetta Washington lqiconsultinggrp@gmail.com 8478459018	MWDB	Female/African American	AU
V00000956342 Lindsay Elizabeth Liggett 5904 Fairlane Drive Austin Tx 78757		Lindsay Liggett lindsay.liggett@gmail.com 5124171645	WDB	Female/Caucasian	AU
VS0000022114 Lynn Taylor 4500 E. Palm Valley Blvd Ste. 108 Round Rock Tx 78665		Lynn Taylor ltaylor08@hotmail.com 5122971246	MWB	Female/African American	AU
V00000918880 Margaret A Castillo 658 Covent Dr. Kyle Tx 78640		Margaret Ann Castillo castillo122613@gmail.com 512-573-2165 Fax: 5125043499	WMB	Female/Hispanic	SL
V00000914805 NetCloud LLC 4205 Buckskin Rd Cedar Park Tx 78613		Mehul Satasia mehul@netcloud.com 512-568-9608	MDB	Male/Asian	AU
V00000946068 North Park Consulting, LLC 2303 Alayna Cove Austin Tx 78754		Tori Blake blake2003@gmail.com 2024891011	MWDB	Female/African American	AU
VS0000032495 O-SDA Industries, LLC 5714 Sam Houston Circle Austin Tx 78731		Megan De Luna mdeluna@o-sda.com 8303300762	MWB	Female/Native American	AU
VS0000020921 PMCS SERVICES INC 119 Nueces Street, Suite 200 Austin Tx 78701		Madhu R Basu basu@pmcsservices.com 5125074975 Fax: 5125927999	MDB	Male/Asian	AU
V00000924021 Paseo LLC 1808 Niles Road Austin Tx 78703		Love Nance l@paseobrand.com 5129653711	MWDB	Female/Hispanic	AU
V00000936492 Regina V Adams 20308 Thumper Jack Court Pflugerville Tx 78660		Regina V Adams dbasmithandassociates@gmail.com 5129476349	MWB	Female/African American	AU
VS0000012578 Rifeline, LLC 3724 Jefferson St Ste 114 Austin Tx 78731		Lynda Rife lrife@rifeline.com 5127979019	WDB	Female/Caucasian	AU
VS0000028714 Round Rock Geophysics LLC Po Box 5668 Round Rock Tx 78683		Bereket M. Derie Bderie@roundrockgeo.com 512-497-8728	MB	Male/African American	SL

City of Austin

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Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
VS0000013951 SHAH SYSTEMS AND TECHNOLOGY CORPORATION 11606b Argonne Forest Trail Austin Tx 78759		EMANUEL SHAH emanuel_shah@hotmail.com 512-331-1383	MDB	Male/Asian	AU
SNA8315942 SNAP MANAGEMENT GROUP INC 901 East 12th Street Austin Tx 78702		DARRELL PIERCE Darrell@snapmgt.com 512-477-8788 Fax: 512-474-8788	MDB	Male/African American	AU
V00000937728 SPETT Solutions Inc. 304 Raging River Rd Cedar Park Tx 78613		Roy Gracious Olekangal spettsolutions@gmail.com 5125224686	MDB	Male/Asian	AU
VS0000030065 Shaila M Abdullah 8408 Dulac Drive Austin Tx 78729		Shaila Abdullah shailaabdullah@gmail.com 512-924-7674	MWDB	Female/Asian	AU
V00000930280 Simngineers LLC 700 Lavaca St Ste 1401 Austin Tx 78701		Matthew Snead matt.snead@simngineers.com 5123637676	MOB	Male/Native American	AU
VS0000034209 Soal Technologies, LLC. 8801 Research Blvd. Ste 104 Austin Tx 78758		Ahmed Moledina amoledina@soaltech.com 5124130397 Fax: 8665164415	MDB	Male/Asian	AU
V00000907348 Sparkovation IT, LLC 12407 N. Mopac Expy #250-309 Austin Tx 78758		Thomas Miranda tmiranda@sparkovation.com 5123334117 Fax: 5123334117	MDB	Male/Hispanic	AU
VS0000015857 Spire Consulting Group, LLC Norwood Tower 114 W 7th St Ste 1300 Austin Tx 78701		Anthony Gonzales anthonyg@spirecg.com 5126370845 Fax: 5126370846	MDB	Male/Hispanic	AU
VS0000026514 Stellargy Services, LLC 12701 Sagebrush Circle Buda Tx 78610		Cecily Bennett cbennett@stellargy.com 5123943444 105 Fax: 5128910029	WDB	Female/Caucasian	SL
TEC8316580 TECHPEOPLE.US INC 1508 Dessau Ridge Lane Ste 703 Austin Tx 78754		Raul Gonzales raul.gonzales@techpeople.us 512-989-5959 200 Fax: 5126174163	MDB	Male/Asian	AU
V00000946048 The Allen Management Group, LLC 7220 Razors Edge Drive Austin Tx 78744		Derrick Allen derrick@theallenmanagementgroup.com 5128279092	MWDB	Female/African American	AU

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Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	VS0000012688 TrachMar, LLC 2900 N Quinlan Park Rd Ste B240 - 321 Austin Tx 78732	Pamela Trachtenberg pamela@trachmar.com 512-828-6430 Fax: 5128287693	MWDB	Female/African American	AU
	V00000906635 VERDTEK INC 7000 N Mopac Expy Ste 200 Austin Tx 78731	GILBERT BENAVIDES benavidesg@verdtek.com 512-703-0092 Fax: 5125510155	MWB	Female/Hispanic	AU
	V00000953346 Xyple LLC 2601 La Frontera Blvd. Unit 1217 Round Rock Tx 78681	Tochukwu Okonkwo tokonkwo@xyple.com 4044888811	MDB	Male/African American	SL
	VS0000022768 Zander Engineering and Consulting, Inc. 12713 Belcara Place Austin Tx 78732	Martha Montemayor Rapier martha@zander-ec.com 512-779-3459	MWB	Female/Hispanic	AU
95605 Business Research Services					
	AUS0465500 AUSTIN PERMIT SERVICE INC 1304 E 7th St Austin Tx 78702	Melissa Hawthorne info@austinpermit.com 512-474-4555 Fax: 512-474-4557	WDB	Female/Caucasian	AU
	V00000917827 BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC Po Box 151708 Austin Tx 78715-1708	MARA ASH mara.ash@bafolutions.com 512-366-8183	MWDB	Female/Hispanic	AU
	BUS0885250 CAROL SUE HADNOT 6448 Hwy 290 E Ste E107 Austin Tx 78723-1041	CAROL S HADNOT BRC-PRO@SWBELL.NET 512-467-6894 Fax: 512-467-9808	MWDB	Female/African American	AU
	CEN8315388 CENTRAL TEJAS RESEARCH & TITLE SERVICES 209 W 9th Ste 101 Austin Tx 78701-2505	CAROL GREGAN/ CATHY HILLIS 512-469-6026 Fax: 512-469-6053	WDB	Female/Hispanic	AU
	CUS8309791 CUSTOMER RESEARCH INT'L 135 S Guadalupe Street San Marcos Tx 78666	SANJAY VRUDHULA SANJAY@CRI-RESEARCH.COM 512-757-8102 Fax: 512-353-3696	MDB	Male/Asian	SL
	VS0000022114 Lynn Taylor 4500 E. Palm Valley Blvd Ste. 108 Round Rock Tx 78665	Lynn Taylor ltaylor08@hotmail.com 5122971246	MWB	Female/African American	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
	V00000918880 Margaret A Castillo 658 Covent Dr. Kyle Tx 78640	Margaret Ann Castillo castillo122613@gmail.com 512-573-2165 Fax: 5125043499	WMB	Female/Hispanic	SL
	V00000934662 Norma H Antunano 201 Brushy Creek Trail Hutto Tx 78634	Norma Antunano principal@exceltransformation.com 5125370089 Fax: 8016519570	MWDB	Female/Hispanic	SL
95670 Research Services (Other Than Business)					
	BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725	Therese M. Baer tbaer@BaerEng.com 512-453-3733 Fax: 512-453-3316	WDB	Female/Caucasian	AU
	VC0000102206 BEVERLY S. SILAS Po Box 493 Austin Tx 78767-0493	BEVERLY S. SILAS bsilas@beverlysilas.com 512-374-4997 Fax: 5123239800	MWDB	Female/African American	AU
	VS0000013860 CADD STUDIO, INC. 206 W. Main Street Round Rock Tx 78664	BELINDA FRYE bfrye@caddstudioinc.com 512-246-1855 Fax: 512-246-1856	MWDB	Female/Hispanic	SL
	CEN8315388 CENTRAL TEJAS RESEARCH & TITLE SERVICES 209 W 9th Ste 101 Austin Tx 78701-2505	CAROL GREGAN/ CATHY HILLIS 512-469-6026 Fax: 512-469-6053	WDB	Female/Hispanic	AU
	VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664	BELINDA FRYE BFRYE@CIVLNDGRP.COM 512-992-0118 Fax: 512-246-1856	MWB	Female/Hispanic	SL
	LAN7050345 LANDMARK SURVEYING L P 2205 E. 5th Street Austin Tx 78702	DANA MARKUS-WOLF dana@landmarksurveying.com 512-328-7411 104 Fax: 512-328-7413	WDB	Female/Caucasian	AU
	JAH7169260 LAUREN R JAHNKE 23 Lone Oak Trail Sunset Valley Tx 78745-2609	Lauren Jahnke lauren@lrjconsulting.com 512-899-8844	WB	Female/Hispanic	AU
	V00000934662 Norma H Antunano 201 Brushy Creek Trail Hutto Tx 78634	Norma Antunano principal@exceltransformation.com 5125370089 Fax: 8016519570	MWDB	Female/Hispanic	SL

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
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Vendors Outside the SLBP Area

91573 Public Information Services

VS0000027333 Green and Sustainable Services, LLC 2421 Amyx Ranch Drive Ponder Tx 76259	940-597-3723 9404792009 tsmith@grnserv.com	WDB	Female/Caucasian	TX
V00000937181 K STRATEGIES GROUP LLC Suite 1540 Dallas Tx 75207	2145999766 kkeyes@kstrategies.com	MWDB	Female/African American	TX

91832 CONSULTING SERVICES (NOT OTHERWISE CLASSIFIED)

VS0000023671 Armand Resource Group, Inc. 300 Frank W. Burr Boulevard Second Floor East - Suite #35 Teaneck Nj 07666	201-357-8725 2013578727 armandresourcegroup@msn.com	MDB	Male/African American	OS
VS0000007347 Bocci Engineering, LLC 8300 Fm 1960 West Suite 450 Houston Tx 77070	7135752400 107 8323042295 marketing_bid_notice@bocciengineering.com	WDB	Female/Caucasian	TX
V00000913996 Deborah D Pedigo Suite 6 San Antonio Tx 78229-2676	2104014501 2103967306 debbiep@pedigostaffing.com	WB	Female/Caucasian	TX
ELE7094080 ELECTROSYSTEMS ENGINEERS INC 5400 Suncrest Dr., Ste. B3 El Paso Tx 79912-5609	915-587-7902 103 915-587-7768 jarico@esei.com	MDB	Male/Hispanic	TX
V00000954426 Essential Cyber Solutions, LLC 1317 Cattle Crossing Drive Fort Worth Tx 76131	8333276691 1 8333276691 bizops@ecs-ops.com	MDB	Male/African American	TX
V00000929067 LAB Information Technology Incorporated 4419 Cedar Elm Ln Manvel Tx 77578	2816090638 6305705300 martin@labusa.com	MB	Male/African American	TX
V00000938772 RightGuide Consulting, LLC 507 Teresa Lane Grand Prairie Tx 75052	2142881325 rguia@rightguideconsulting.com	MB	Male/Hispanic	TX

City of Austin

Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Contact Information	W/MB Code	G/E	LCTN
VS0000016453 SMARTBRIDGE, LLC 2925 Briarpark Dr Ste 140 Houston Tx 77042		713-360-2500 7133602510 draju@smartbridge.com	MDB	Male/Asian	TX
V00000923456 Sri Global, Inc 6119 Ashford Falls Lane Sugar Land Tx 77479		8175014855 kasi@srigl.com	MB	Male/Asian	TX
V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063		713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	Male/African American	TX
V00000944450 Tres Flores Consulting, LLC 8241 Liberty Park Boerne Tx 78015		2102865217 officeofgregflores@gmail.com	MB	Male/Hispanic	TX
Total in SLBP:				105	
Total Outside SLBP:				13	

GOOD FAITH EFFORTS INSTRUCTIONS (CITY OF AUSTIN ORDINANCE 2-9A-D)

At a minimum, the following should be submitted to support Good Faith Effort documentation:

- ❑ Solicitation sent to MBE/WBE firms **in the** Significant Local Business Presence (SLBP – 5 Counties include Travis, Hays, Williamson, Bastrop, and Caldwell) identified on the availability list for subcontracting opportunities not less than **7 business days** prior to bid date. Notices must be sent using two separate reasonable, available, and verifiable methods (e.g. email, fax, mail, or phone).
 - ❑ **Such as evidence of written notice includes copy of letters (solicitation notice) that was sent by email, fax, or mail.**
 - ❑ **Such as evidence of two separate methods used to notify MBE/WBEs include fax logs, email confirmations, copies of stamped envelopes/hand-delivered and/or phone logs (Phone contacts, alone, will not be sufficient.)**
- ❑ Written correspondence to certified vendors should include names, addresses, and other identifying information including your company's phone number, contact person, where to locate plans and specifications; and due date for responding.
- ❑ Take appropriate steps to follow up the initial solicitation with interested MBEs or WBEs.
 - ❑ **Submit copies of written responses from all respondents to your solicitation.**
 - ❑ **If interested MBEs or WBEs responded, document follow up on log of contacts and include date and contact information**
- ❑ Publish notice in a local publication such as newspaper, trade association publication, or via electronic/social media. (*Facebook Business Page, LinkedIn Business Profile, Twitter Business Account, or see below for a list of local minority trade publishers*)
 - ❑ Bidder/proposer must state a specific and verifiable reason for not contacting each certified firm with a SLBP.
 - ❑ **If MBEs and WBEs were not sent solicitation notices, document reason on log of contacts.**
 - ❑ Negotiate in good faith with interested MBEs and WBEs.
 - ❑ **If negotiated in good faith with interested MBEs and WBEs, document results on log of contacts.**
- ❑ Contact SMBR for assistance (i.e. additional scopes identified or assistance with MBE/WBE Program requirements).
- ❑ Not rejecting MBEs or WBEs as being unqualified without sound reasons.
- ❑ Seeking the services of available minority and women community organizations (*See below*)
 - ❑ **Documentation of contacts with trade associations and Chambers of Commerce.**
- ❑ Selecting portions of the work that will increase the likelihood that the MBE/WBE goals will be met.

The following additional Good Faith Efforts factors may also be considered:

- ❑ Efforts to assist MBE/WBEs in bonding, insurance, and financing where appropriate.
 - ❑ **If assistance was provided, document in log of contacts.**
- ❑ Efforts to assist MBE/WBEs in obtaining necessary equipment, supplies, and materials.
 - ❑ **If assistance was provided, document in log of contacts.**

In assessing minimum good faith efforts, SMBR may consider the performance of other Bidder/Proposers successfully meeting the goals.

FAILURE TO COMPLY WITH THE MBE/WBE PROCUREMENT ORDINANCE MAY RESULT IN A DETERMINATION OF NON-COMPLIANCE OR REJECTION OF YOUR REQUEST FOR CHANGE

SMALL & MINORITY BUSINESS RESOURCES CONTACT INFORMATION

<u>Compliance</u>	<u>CERTIFICATION</u>	<u>MAIN OFFICE</u>
512-974-7600	512-974-7645	512-974-7600
512-974-7601	512-974-7601	512-974-7622
Smbrcompliancedocuments@austintexas.gov	smbrcertification@austintexas.gov	www.austintexas.gov/smbr

SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

Attend a free one-hour orientation session to learn how to operate the on-line service. Call (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

Bonding is a type of protection that a governmental agency or prime contractor may require that your company have in order to work on a contract. A bonding application will take several days. Get started today. Be proactive by making an appointment to talk to SMBR's Bonding Financial Consultant, Luke Ortega Luper as soon as possible. He can be reached at (512-974-7733 or email him at Luke.Luper@austintexas.gov. You will also find past copies of his newsletters on our website at <http://austintexas.gov/departments/bonding>.

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

AUSTIN MINORITY NEWSPAPERS

Capital City Argus News

PO Box 140471
Austin, TX 78714-0471
512-926-0348 Fax: same as phone

Charles M. Miles

Email: CMilesArgus@yahoo.com

El Mundo Newspaper

2112 E. Cesar Chavez
Austin, TX 78702
512-476-8636

Email: info@elmundonewspaper.com

La Prensa

PO Box 6504
Austin, TX 78762-6504
512-478-3090 Fax: 512-482-6400

Catherine Vasquez-Revilla

Email: laprensa@aol.com

Nokoa The Observer

PO Box 1137
Austin, TX 78767
512-499-8713 Fax: same as phone

Akwasi Evans

Email: akwasievens2013@gmail.com

The Villager

4132 E. 12th Street
Austin, TX 78721
512-476-0082 Fax: 512-476-0179

Tommy L. Wyatt

Email: vil3202@aol.com

World Journal Inc. of Texas/World Journal Chinese Daily News

5855 Sovereign Dr. #C
Houston, TX 77036

Sherry Wang

Email: sherrywang1020@yahoo.com

LOCAL MINORITY SERVICE ORGANIZATIONS

Asian Contractor Association

4201 Ed Bluestein Blvd, 2nd floor
Austin, TX 78721
512-926-5400 Fax: 512-926-5410

Austin Area Black Contractors Association

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6895 Fax: 512-467-9808

Business Investment Growth (BIG Austin)

Capital Plaza Bank Office Building
5407 N. IH-35, Ste 200
Austin, TX 78723
512-928-8010 Fax: 512-926-2997

Business Resource Consultants (BRC)/(Bid Briefs)

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6894 Fax: 512-467-9808

Greater Austin Asian Chamber of Commerce

8001 Centre Park Drive, Suite 160
Austin, TX 78731
512-407-8240

Greater Austin Black Chamber of Commerce

African-American Heritage Center
912 E. 11th Street, Suite A
Austin, TX 78702
512-459-1181 Fax: 512-459-1183

Greater Austin Hispanic Chamber of Commerce

3601 Far West Blvd, Suite 204
Austin, TX 78731
512-476-7502 Fax: 512-476-6417

U.S. Hispanic Contractors Association de Austin (USHCA)

920 E. Dean Keeton Street
Austin, TX 78705
512-922-0507

Aletta Banks

www.acta-austin.com

Email: asiancontractor@gmail.com

Carol Hadnot

www.abcatx.com

Email: brc-pro@att.net

Stacy Dukes-Rhone

www.bigaustin.org

Email: info@bigaustin.org

Carol S. Hadnot

Email: brc-pro@att.net

Jodie Huynh

www.austinasianchamber.org

Email: jhuynh@austinasianchamber.org

Tam Hawkins

www.austinbcc.org

Email: admin@austinbcc.org

Casilda Clarich

www.gahcc.org

Email: cclarich@gahcc.org

Juan Oyervides

www.ushca-austin.com

Email: info@ushca-austin.com

Section 0510: Exceptions Checklist

Solicitation Number: RFP 1500 SLW3003 Austin Resource Recovery Master Plan Update

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Place this attachment in Tab 2 of your offer. Copies of this form may be utilized if additional pages are needed.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

No exceptions taken.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Burns & McDonnell Engineering Company, Inc.	
Physical Address	8911 Capital of Texas Highway \ Building 3, Suite 3100 Austin, TX 78759	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="radio"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Cascadia Consulting Group	
Physical Address	1109 First Avenue, Suite 400, Seattle, WA 98101	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	<input checked="" type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NewGen Strategies and Solutions, LLC	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	CD&P	
Physical Address	2904 Swisher Street Austin, TX 78705	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Cultural Strategies Inc.	
Physical Address	1700 S Lamar Blvd #338 Austin, TX 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Beverly Silas & Associates	
Physical Address	1843 Coronado Hills Drive, Austin, Texas 78752-2116	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Asakura Robinson Company LLC	
Physical Address	816 Congress Avenue, Suite 1270, Austin, TX 78701	
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Section 0700: Reference SheetResponding Company Name Burns & McDonnell Engineering Company, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Dallas
Name and Title of Contact Kelly High, Director of Sanitation
Project Name Multiple Solid Waste and Recycling Plans and Projects
Present Address 3112 Canton Street
City, State, Zip Code Dallas, Texas 75226
Telephone Number (214) 686-8533 Fax Number ()
Email Address kelly.high@dallascityhall.com

2. Company's Name City of Minneapolis,
Name and Title of Contact David Herberholz, Director
Project Name Zero Waste Plan
Present Address 309 2nd Ave S, Room 201
City, State, Zip Code Minneapolis, MN 55401
Telephone Number (612) 673-2433 Fax Number ()
Email Address David.herberholz@minneapolismn.gov

3. Company's Name City of San Antonio
Name and Title of Contact David McCary, Director
Project Name Multiple Solid Waste and Recycling Plans and Projects
Present Address 4410 W Piedras Dr.
City, State, Zip Code San Antonio, TX 78228
Telephone Number (210) 207-6470 Fax Number (210) 207-3951
Email Address David.McCary@sanantonio.gov

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of March, 2019

CONTRACTOR Burns & McDonnell Engineering Company, Inc.

Authorized
Signature



Title

Senior Project Manager

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$15.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Scott Pasternak	Burns & McDonnell	Prime	\$241	Project Manager
Bob Craggs	Burns & McDonnell	Prime	\$246	Senior Technical Advisor
Seth Cunningham	Burns & McDonnell	Prime	\$237	Deputy Project Manager
Sarah Holifield	Burns & McDonnell	Prime	\$170	Solid Waste & Waste Minimization Planner
Matt Evans	Burns & McDonnell	Prime	\$237	Solid Waste & Waste Minimization Senior Engineer
Eric Weiss	Burns & McDonnell	Prime	\$170	Financial and Operational Consultant
Amity Lumper	Cascadia Consulting	Sub	\$215	Zero Waste Technical Advisor
Jessica Branom-Zwick	Cascadia Consulting	Sub	\$170	Senior Resource Recovery Planner
Christine Goudreau	Cascadia Consulting	Sub	\$115	Resource Recovery Planner
Dave S. Yanke	NewGen Strategies and Solutions, LLC	Sub	\$275	Senior Resource Recovery Consultant
Stephanie Crain	NewGen Strategies and Solutions, LLC	Sub	\$175	Senior Resource Recovery Consultant
Allison Trulock	NewGen Strategies and Solutions, LLC	Sub	\$240	Senior Resource Recovery Consultant
Arin Gray	CD&P	Sub	\$72.12	Public Input Technical Advisor
Dr. Larry Schooler	CD&P	Sub	\$72.12	Community Engagement and Consensus Building
Julie Richey	CD&P	Sub	\$45.67	Senior Public Input Consultant
Sebastian Puente	Cultural Strategies	Sub	\$64.50	Senior Public Input Consultant
Beverly Silas	Beverly Silas & Associates	Sub	\$144.14	Community and Regional Planning
Katie Coyne	Asakura Robinson	Sub	\$111	Senior Sustainability and Resilience Planner
Kari Spiegelhalter	Asakura Robinson	Sub	\$66.17	Sustainability and Resilience Planner

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$15.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$15.00 per hour.

Contractor's Name: Burns & McDonnell Engineering Company, Inc.

Signature of Officer
or Authorized
Representative:



Date: March 15, 2019

Printed Name: Scott Pasternak

Title: Senior Project Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Burns & McDonnell Engineering Company, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Burns & McDonnell Engineering Company, Inc.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Austin Resource Recovery Master Plan Update
Solicitation Number	RFP 1500 SLW3003

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE		%
African American	4.35	%
Hispanic	3.39	%
Asian/Native American	1.41	%
WBE	7.75	%

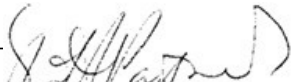
Section II — Bidder Company Information

Company Name	Burns & McDonnell Engineering Company, Inc.	
Address	8911 Capital of Texas Highway \ Building 3, Suite 3100	
City, State Zip	Austin, TX 78759	
Phone	512-872-7141	
Fax		E-Mail spasternak@burnsmcd.com
Name of Contact Person	Scott Pasternak	
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>BUR0875000</u> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm	
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this *MBE/WBE Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *MBE/WBE Compliance Plan* shall become a part of my contract with the City of Austin.

Scott Pasternak- Senior Project Manager

Name and Title of Authorized Representative

Signature 

March 15, 2019

Date

For City of Austin SMBR Use Only:

*I have reviewed this Compliance Plan and found that the Bidder **HAS** ☐ **HAS NOT** ☐ complied as per the City Code Chapter 2-9C through GFE.*

Reviewing Counselor _____ Date _____

*I have reviewed this Compliance Plan and have found the Bidder **COMPLIANT** ☐ **NON-COMPLIANT** ☐*

Director / Assistant Director _____ Date _____

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☐ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	4.35 %	\$ 21,621	4.46 %
Hispanic	3.39 %	\$ 17,100	3.53 %
Asian/Native American	1.41 %	\$ 7,200	1.49 %
WBE	7.75 %	\$ 47,145	9.73 %
MBE	%	\$	%
MBE/WBE Combined	%	\$	%
Non-Certified		\$ 71,820	14.8 %
Total Subcontractor Amount		\$ 165,765	34.15 %
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE		\$ 319,581.69	65.9 %

Base Bid Amount (*Subs + Bidder amount*)

\$ 484,467.69

100 %

For SMBR Use Only:

Verified participation for each category:

African-American _____ % Hispanic _____ % Asian/Native American _____ % WBE _____ %

MBE _____ % WBE _____ % Combined MBE/WBE _____ %

Prime _____ % Non-Certified _____ %

Section IV — Disclosure of MBE and WBE Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of MBE/WBE certified Firms as registered with City of Austin Vendor Connection.
- Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
- Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm	CD&P	
City of Austin Certification Data	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: F/Caucasian
Vendor Code	VS0000010052	
Address/ City / State / Zip	2904 Swisher Street Austin, TX 78705	
Contact Person & Phone #	Arin Gray: (512) 533-9100	
Fax & Email Address	agray@cdandp.com	
Commodity Codes	91573 PUBLIC INFORMATION SERVICES	
Commodity Codes Descriptions	91832 CONSULTING SERVICES (NOT OTHERWISE CLASSIFIED)	
Amount of Subcontract	\$ 47,145	9.73 %

Name of MBE/WBE Certified Firm	Cultural Strategies Inc.	
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	Gender/ Ethnicity: M/Hispanic
Vendor Code	VS0000024713	
Address/ City / State / Zip	1700 S Lamar Blvd #338 Austin, TX 78704	
Contact Person & Phone #	Sebastian Puente : (512) 501-4971	
Fax & Email Address	spuente@cultural-strategies.com	
Commodity Codes	915, 918, 920, 924, 952, 961, 962, 965, 966	
Commodity Codes Descriptions		
Amount of Subcontract	\$ 17,100	3.53 %

Name of MBE/WBE Certified Firm	Beverly Silas & Associates	
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	Gender/ Ethnicity: F; A-A/B
Vendor Code	VC0000102206	
Address/ City / State / Zip	1843 Coronado Hills Drive, Austin, Texas 78752-2116	
Contact Person & Phone #	Beverly S. Silas: (512) 925-7777	
Fax & Email Address	bsilas@beverlysilas.com	
Commodity Codes	91503- Advertising/Public Relations; 91573- Public Information Services;	
Commodity Codes Descriptions	91806-Administrative Consulting; 91826- Communications: Public Relations Consulting	
Amount of Subcontract	\$ 21,621	4.46 %

Name of MBE/WBE Certified Firm	Asakura Robinson Company, LLC	
City of Austin Certification Data	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	Gender/ Ethnicity: M/Asian
Vendor Code	ASA8322718	
Address/ City / State / Zip	816 Congress Avenue, Suite 1270, Austin, TX 78701	
Contact Person & Phone #	Margaret Robinson: (512) 351-9601	
Fax & Email Address	isabelle@asakurarobinson.com	
Commodity Codes	915783 – Public Information Services	
Commodity Codes Descriptions		
Amount of Subcontract	\$ 7,200	1.49 %

Section V — Disclosure of Non-Certified Subcontractors

(Duplicate as Needed)

Note:

- Fill in all the blanks (use “none” or “N/A” where appropriate).
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Are Goals Met? Yes ☒ No ☐ If no, state reason(s) below and attach documentation:

Name of Non-Certified Subcontractor	Cascadia Consulting	
Vendor Code	V00000943872	
Address/ City / State / Zip	1109 First Avenue, Suite 400, Seattle, WA 98101	
Contact Person & Phone #	Amity Lumper: (206) 449-1111	
Fax & Email Address	amity@cascadiaconsulting.com	
Commodity Codes	918-Consulting Services (Energy Conservation Consulting, Environmental Consulting);	
Commodity Codes Descriptions	958-Management Services (Conservation/Resource Management Services)	
Amount of Subcontract	\$ 22,500	4.64 %
Reason Certified Firm not used	selected for subject matter expertise	
Name of Non-Certified Subcontractor	NewGen Strategies and Solutions, LLC	
Vendor Code	V00000908970	
Address/ City / State / Zip	1420 Executive Center Dr., Ste. 165 Austin, TX 78731	
Contact Person & Phone #	Dave S. Yanke: (512) 649-1254	
Fax & Email Address	dyanke@newgenstrategies.net	
Commodity Codes	918-97 918-75 918-49 918-43	
Commodity Codes Descriptions	Utility Consulting Services, Management Consulting Services, Financial/Economic Consulting Services, Environmental Consulting Services	
Amount of Subcontract	\$ 49,320	10.18 %
Reason Certified Firm not used	selected for subject matter expertise	
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		
Name of Non-Certified Subcontractor		
Vendor Code		
Address/ City / State / Zip		
Contact Person & Phone #		
Fax & Email Address		
Commodity Codes		
Commodity Codes Descriptions		
Amount of Subcontract	\$	%
First-Level Subcontractor		
Reason Certified Firm not used		

Section VII — MBE/WBE Compliance Plan Check List

Is the stated project goal of the solicitation met?

Yes ☒ No ☐*(If no, complete and submit Section VIII Compliance Plan Check List)*

If the goals or subgoals were not achieved, all questions in Section VIII **must** be completed and **Good Faith Efforts documentation must be submitted with the MBE/WBE Compliance Plan.** The completion and submission of this form is not required if the above question is answered *Yes*.

Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals?		
• Copy of written solicitation sent to MBE/WBEs in SLBP area 7 business days prior to the submission of this Compliance Plan	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Two separate methods of notices sent to MBE/WBEs in SLBP area Indicate notice types: fax transmittals emails phone log letters	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of advertisements placed in local publication	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
• Documentation that demonstrates additional GFEs: <ul style="list-style-type: none"> ○ Efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor ○ Efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services ○ Efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice 	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Were additional elements of work identified to achieve the goals or subgoals?

Yes ☐ No ☐

If yes, please explain: _____

Was SMBR contacted for assistance?

Yes ☐ No ☐

If yes, complete following:

Contact Person: _____

Date of Contact: _____

Summary of Request: _____

Were Minority or Women organizations contacted for additional assistance?

Yes ☐ No ☐

If yes, complete following:

Organization(s): _____

Date of Contact: _____

Summary of Request _____

MBE/WBE COMPLIANCE PLAN

All applicable sections must be completed and submitted by the due date and time as indicated in the solicitation documents.

Section I — Project Identification and Goals

Project Name	Austin Resource Recovery Master Plan Update
Solicitation Number	RFP 1500 SLW3003

Project Goals or Subgoals		
Combined MBE/WBE		%
MBE		%
African American	4.35	%
Hispanic	3.39	%
Asian/Native American	1.41	%
WBE	7.75	%


Section II — Bidder Company Information

Company Name	Burns & McDonnell Engineering Company, Inc.		
Address	8911 Capital of Texas Highway \ Building 3, Suite 3100		
City, State Zip	Austin, TX 78759		
Phone	512-872-7141		
Fax		E-Mail	spasternak@burnsmcd.com
Name of Contact Person	Scott Pasternak		
Is your company registered on Vendor Connection?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, provide Vendor Code <u>BUR0875000</u> If No, please note: All vendors; subcontractors and consultants must register with COA's Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm		
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please indicate: MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this **MBE/WBE Compliance Plan** is true and complete to the best of my knowledge and belief. I further understand and agree that this **MBE/WBE Compliance Plan** shall become a part of my contract with the City of Austin.

Scott Pasternak- Senior Project Manager

Name and Title of Authorized Representative

Signature 

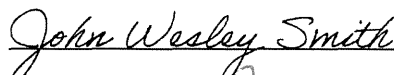
March 15, 2019

Date

For City of Austin SMBR Use Only:

I have reviewed this Compliance Plan and found that the Bidder **HAS** ☒ **HAS NOT** ☐ complied as per the City Code Chapter 2-9C through GFE.

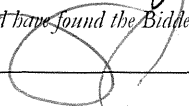
Reviewing Counselor



Date 03.21.19

I have reviewed this Compliance Plan and have found the Bidder **COMPLIANT** ☒ **NON-COMPLIANT** ☐

Director / Assistant Director



Date

3-26-19

Section III — MBE/WBE Compliance Plan Summary

Directions:

- For each subcontractor listed in Sections IV, V, VI or VII, fill in all blanks (if applicable).
- For project participation numbers use an EXACT number.
- Goal percentages should be based on the Base Bid amount only. Allowances are not included.
- Alternates are not recorded on this MBE/WBE Compliance Plan.
- If bidder is a certified M/WBE, include participation details in the Bidder box ONLY.
- MBE/WBE Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Is the stated project goal of the solicitation met? (If no, attach documentation of Good Faith Efforts) Yes ☒ No ☐

PROPOSED PARTICIPATION GOALS

Use this section to calculate participation.

Include all details including the total dollar amount and percentage for each category where applicable.

MBE/WBE Project Goal		Bidder Participation Goal	
African American	4.35 %	\$ 21,621	4.46 %
Hispanic	3.39 %	\$ 17,100	3.53 %
Asian/Native American	1.41 %	\$ 7,200	1.49 %
WBE	7.75 %	\$ 47,145	9.73 %
MBE	%	\$	%
MBE/WBE Combined	%	\$	%
Non-Certified		\$ 71,820	14.8 %
Total Subcontractor Amount		\$ 165,765	34.01 34.15 %
Bidder's Own Participation (less any subcontracted amount) Are you counting your own participation toward the goals? (if yes, indicate below) <input type="checkbox"/> AA <input type="checkbox"/> HIS <input type="checkbox"/> A/NA <input type="checkbox"/> WBE <input type="checkbox"/> MBE		\$ 319,581.69	65.99 65.85 65.9 %

Base Bid Amount (Subs + Bidder amount)

\$ 484,467.69

100 %

For SMBR Use Only:

Verified participation for each category:

African-American 4.46 % Hispanic 3.53 % Asian/Native American 1.49 % WBE 9.73 %

MBE _____ % WBE 9.73 % Combined MBE/WBE 9.73 %

Prime ^{65.99}~~65.8~~ % Non-Certified 14.8 %



**ADDENDUM
AUSTIN RESOURCE RECOVERY MASTER PLAN UPDATE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 1500 SLW3003

Addendum No: 1

Date of Addendum: 2/12/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions and Answers:

Q1: Where is the availability list (Appendix D) listed on page 7? Is that document online?

A1: Appendix D is now included in Section 0900 MBE/WBE Procurement Program Package.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Scott Pasternak

Name

A handwritten signature in black ink, appearing to read "Scott Pasternak", written over a horizontal line.

Authorized Signature

March 15, 2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
AUSTIN RESOURCE RECOVERY MASTER PLAN UPDATE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 1500 SLW3003

Addendum No: 2

Date of Addendum: 2/19/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. A conference number has been established for the pre-proposal meeting for remote proposers:

Pre-proposal Conference Phone Number: **512-974-9300**


Enter the following code when prompted: **749761**

- II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

Scott Pasternak

Name



Authorized Signature

March 15, 2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
AUSTIN RESOURCE RECOVERY MASTER PLAN UPDATE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 1500 SLW3003 Addendum No: 3 Date of Addendum: 2/19/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. The corrected participant code is below:

Pre-proposal Conference Phone Number: **512-974-9300**

Enter the following code when prompted: **749461**

II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

ACKNOWLEDGED BY:

Scott Pasternak

Name

A handwritten signature in black ink, appearing to read "Scott Pasternak", written over a horizontal line.

Authorized Signature

March 15, 2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
AUSTIN RESOURCE RECOVERY MASTER PLAN UPDATE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 1500 SLW3003

Addendum No: 4

Date of Addendum: 2/25/2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions and Answers:

Q1: What is the magnitude of effort that is expected with this being a revision of the 2010 Master Plan? What was the budget of the 2010 Master Plan creation?

A1: ~\$1 million was spent on the 2010 Master Plan.

Q2: What kind of stakeholders are expected to be involved in the process?

A2: There is expected to be a vast spectrum of stakeholders due to an active community in Austin.

Q3: Are multi-family buildings expected to be included? Building Associations?

A3: Yes, it is a likely possibility that these would be stakeholders since ordinances affect those properties.

Q4: Are there old databases for stakeholder lists from the 2010 Master Plan development?

A4: The department would provide anything they can to assist the consultant, including stakeholder involved in the 2010 Master Plan. The department would also be expecting the Consultant to build upon that list.

Q5: Section 3.2 talks about the consultant considering the cost of service to ratepayers. Is the consultant expected to conduct a separate cost study?

A5: No. The department can provide any information needed.

Q6: Section 3.5.2 mentions CAPCOG. What is meant by complying with the CAPCOG Solid Waste Plan?

A6: This was just included as a data point to paint a picture of our area. The goal would be to not be misaligned with what is happening in the community.

Q7: Do firms need to be certified at the time of proposal submittal or by contract execution to be considered toward the determined goals?

A7: Firms need to be certified at the time of proposal submittal.

II. Additional Information:

- 1) The pre-proposal sign-in sheet is attached.
- 2) Small & Minority Business Resource Department Pre-Proposal Handout is attached.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

ACKNOWLEDGED BY:

Scott Pasternak

Name

Authorized Signature

March 15, 2019

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

MBE/WBE PROCUREMENT PROGRAM SOLICITATION OVERVIEW

PROJECT DETAILS

Solicitation Number: IRFB 1500 SLW3003

Project Name: Austin Resource Recovery Master Plan Update

Funding Source: City of Austin

Project Description: See solicitation documents

Scopes of Work: Bid Package 1 (Refer to Pre-Bid Meeting Agenda)

Approved Goal Determination for Bid Package 1:

MBE	African American	Hispanic	Asian/Native American	WBE	M/WBE Combined
0.00%	4.35 %	3.39%	1.41%	7.75%	0.00

PROGRAM REQUIREMENTS

COUNTING PARTICIPATION (2-9A-20)

Listing City certified firms on the Compliance Plan indicates that firms agree to both the price and scope of work. The Compliance Plan shall list all firms (certified and non-certified) that will participate on the contract.

- Only City of Austin certified MBE/WBE firms will be counted toward the goals.
- Certified MBE/WBE firms may count their own participation, less any amount subcontracted.
- A certification code of M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both.
- A firm with an MBE certification code can be counted towards the MBE goal or towards the appropriate ethnic sub-goal. However, WBE certification code can only be counted toward the WBE goal.
- Use only the base bid amount or the proposal amount to calculate your MBE/WBE participation.

Good Faith Efforts (2-9A-21)

When bidder/respondent cannot meet the established goals, the responding firm shall provide documentation of the firm's good faith efforts to meet the goals.

- Notify all certified firms on the availability list not less than 7 business days prior to bid date using two separate reasonable and verifiable methods; i.e. fax, e-mail, mail or phone.
- Publish notice in local publication
- Seek service of minority and women organizations
- Select portions of work that will increase MBE/WBE opportunities
- Negotiate with MBE/WBE firms in good faith
- Assist MBE/WBE firms with bonding, lines of credit, and insurance
- Documented justification for not meeting MBE/WBE goals (*provide GFE documentation with submission*)
- Contact SMBR for assistance

Compliance Plan Submission

Bids or responses will not be accepted for consideration, if the MBE/WBE Compliance Plan is not submitted prior to the deadline specified in the solicitation document.

- Section I Project information (*pre-entered*)
- Section II Firm's identifying information, with signature of firm's authorized representative
- Section III Compliance Plan Summary (*calculations must reflect Sections IV-VI*)
- Section IV Disclosure of all certified firms, enter all requested information
- Section V Disclosure of all non-certified firms, enter all requested information
- Section VI Disclosure of all second-level subcontractors
- Section VII Disclosure of Primary and Alternate Trucking subcontractors
- Section VIII Compliance Plan Check List (*complete if goals are not met*)

RESOURCES

SMALL & MINORITY BUSINESS RESOURCES DEPARTMENT

SMBR Representative

John Wesley Smith
512-974-7758
sonya.powell@austintexas.gov

CERTIFICATION

Certification Division
512-974-7645
smbrcertification@austintexas.gov

MAIN OFFICE

512-974-7600
512-974-7601
www.austintexas.gov/smbr

Log on to www.austintexas.gov/SMBR to obtain all resource documents provided at this solicitation meeting

SMBR PLAN ROOM

Visit SMBR's Plan Room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs located at SMBR Office located at 4201 Ed Bluestein Blvd., Austin, TX 78721

Call (512) 974-7799 to make an appointment, schedule training or for more information

Log on to <http://www.austintexas.gov/department/smbr-plan-room> for list of current projects available,
Cost \$0. (May be minimal fee for copying and printing plans and specifications sheets)

BONDING

In order to help our vendors overcome the challenges that can be associated with bonding, SMBR has hired a Bonding Financial Consultant to meet one-on-one with business owners to assist with their bonding needs.

Luke Ortega Luper, Bonding Financial Consultant

Phone: (512-974-7733

Email: Luke.Luper@austintexas.gov.

Website address: <http://www.austintexas.gov/department/bonding>

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.

LOCAL MINORITY SERVICE ORGANIZATIONS

Name	Contact Name	Phone	Email
Asian Contractor Association	Aletta Banks	512-926-5400	asiancontractor@gmail.com
Austin Area Black Contractors Association	Alyane Johnson	512-467-6895	brc-pro@att.net
Business Investment Growth (BIG Austin)	Stacy Dukes-Rhone	512-928-8010	info@bigaustin.org
Business Resource Consultants (BRC)/(Bid Briefs)	Carol Hadnot	512-467-6894	brc-pro@att.net
Greater Austin Black Chamber of Commerce	Tam Hawkins	512-459-1181	admin@austinbcc.org
Greater Austin Asian Chamber of Commerce	Marina Ong Bhargava	512-407-8240	exec.admin@austinasianchamber.org
Greater Austin Hispanic Chamber of Commerce	Selina Aguirre	512-476-7502	saguirre@gahcc.org
U.S. Hispanic Contractors Association de Austin (USHCA)	Juan Oyervides	512-922-0507	info@ushca-austin.com

Additional contact information can be provided upon request.

AUSTIN MINORITY NEWSPAPERS

Name	Contact Name	Phone	Email
Capital City Argus News	Charles M. Miles	512-926-0348	CMilesArgus@yahoo.com
El Mundo Newspaper		512-476-8636	info@elmundonewspaper.com
La Prensa	Catherine Vasquez-Revilla	512-478-3090	laprensa@aol.com
Nokoa the Observer	Akwasi Evans	512-499-8713	akwasievs2013@gmail.com
The Villager	Tommy L. Wyatt	512-476-0082	vil3202@aol.com
World Journal Inc. of Texas	Sherry Wang		sherrywang1020@yahoo.com
World Journal Chinese Daily News			

Additional contact information can be provided upon request.

TAB 3-
AUTHORIZED NEGOTIATOR

TAB 3- AUTHORIZED NEGOTIATOR



SCOTT PASTERNAK

Senior Project Manager

O 512-872-7141 \ **M** 512-589-3411

spasternak@burnsmcd.com \ burnsmcd.com

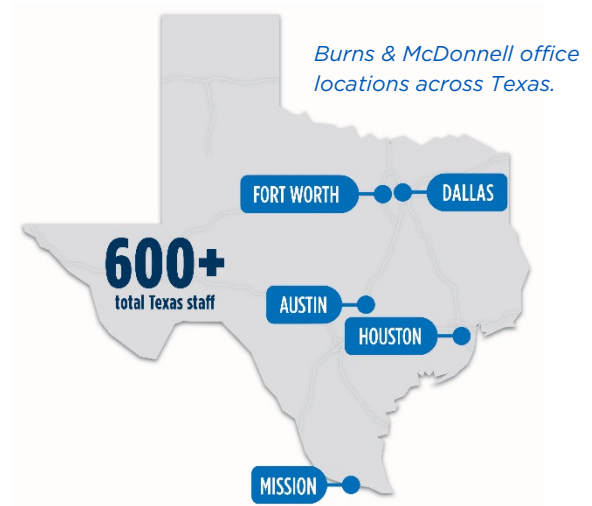
8911 N Capital of Texas Highway \ Suite 3100 \ Austin TX 78759

TAB 4-
BUSINESS ORGANIZATION

TAB 4- BUSINESS ORGANIZATION



Burns & McDonnell Engineering, Inc. is headquartered in Kansas City, MO, where incorporated, but is licensed to do work across the U.S. and Canada. The personnel for this assessment will be based out of our Austin office located at 8911 N Capital of Texas Highway, Suite 3100 Austin, TX 78759. Burns & McDonnell is a full-service architecture, engineering, environmental, and construction firm with more than 6,000 employee-owners serving clients from offices located across the U.S. and Canada. From five Texas offices, we serve municipal clients in numerous markets, providing services ranging from cultural resources documentation efforts for regulatory compliance to in-depth mitigation projects and large-scale resource documentation efforts to support master planning. With more than 200 scientists, planners, biologists, historians, and archaeologists, Burns & McDonnell provides the full spectrum of services and capabilities needed to support all types of municipal projects.



TAB 11-
COST PROPOSAL

**CITY OF AUSTIN
SECTION 0600A - PRICE SHEET
AUSTIN RESOURCE RECOVERY MASTER PLAN UPDATE
SOLICITATION NUMBER: RFP 1500 SLW3003**

Special Instructions: A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

Please fill in the estimated total for each Task outlined in Section 0500, Scope of Work. Please provide a separate worksheet detailing the breakdown of costs to include all staff titles, estimated number of hours, and each staff's hourly rate. Also, in this worksheet please identify any other costs (materials, administrative, subcontractors, etc.) that are not included in the staff hourly rates. Please provide explanation as to why the other costs are needed. The City reserves the right to request further explanation on any proposals provided.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

ITEM	DESCRIPTION	ESTIMATED PRICE
1.0	Further Research (Task 1, Section 3.1 in SOW)	\$ 62,943.00
1.1	Analysis and Recommendation (Task 2, Section 3.2 in SOW)	\$ 208,999.70
1.2	Stakeholder Input Process (Task 3, Section 3.3 in SOW)	\$ 94,511.09
1.3	Drafting and Revising Master Plan (Task 4, Section 3.4 in SOW)	\$ 61,796.50
1.4	Presenting Research Findings, Recommendations and Draft Plan (Task 5, Section 3.5 in SOW)	\$ 44,673.62
1.5	Project Management (Task 6, Project Management, to include all reporting as specified in Section 3.6 and 8.1 in SOW)	\$ 11,543.78
TOTAL EXTENDED PRICE:		\$ 484,467.69

Please note any discounts for combining individual tasks together below or if your company can provide a discount flat price for all tasks at an hourly rate. You may provide another worksheet outlining those costs, if necessary.

COMPANY NAME:	Burns & McDonnell Engineering Company, Inc.
COMPANY EMAIL ADDRESS:	spasternak@burnsmcd.com

TAB 5- COST PROPOSAL

Burns & McDonnell proposes to provide the herein described services on a percent complete basis. The following table identifies the number of hours by person for Burns & McDonnell and by firm for each of our subconsultants. Hourly rates for the subconsultants are provided on a weighted average basis and include a five percent mark-up. Since we will staff this project from our Austin office, we have not included any travel costs. Depending on the preferred strategies to be included in the stakeholder engagement task, we may have some out of pocket expenses for the stakeholder engagement task (which would reduce the labor amount and not increase the proposed total). For Burns & McDonnell, we will have a technology fee of \$4.75 per hour for each Burns & McDonnell labor hour.

TITLE	PERSONNEL	HOURS	RATE	TOTAL
Project Manager	Scott Pasternak	378	\$241	\$91,098.00
Senior Technical Advisor	Bob Craggs	96	\$246	\$23,616.00
Deputy Project Manager and Senior Resource Recovery Engineer	Seth Cunningham Matt Evans	288	\$237	\$68,256.00
Senior Resource Recovery Planner	Sarah Holifield Eric Weiss	436	\$170	\$74,120.00
Resource Recovery Planner	Jonathon Ghysels	393	\$123	\$48,339.00
Cascadia Consulting	Amity Lumper Jessica Branom-Zwick Christine Goudreau	150	\$156	\$23,400.00
NewGen Strategies and Solutions	Dave S. Yanke Stephanie Crain Allison Trulock	274	\$187.20	\$51,292.80
CD&P	Arin Gray Dr. Larry Schooler Julie Richey	449	\$109.20	\$49,030.80
Cultural Strategies	Sebastian Puente	114	\$156	\$17,784.00
Beverly Silas & Associates	Beverly Silas	150	\$156	\$22,485.84
Asakura Robinson	Katie Coyne Kari Speigenthaler	40	\$187.20	\$7,488.00
Technology Fee for Burns & McDonnell	All Burns & McDonnell Staff	1,591	\$4.75	\$7,557.25
TOTAL LABOR AND EXPENSE COST				\$484,467.69

TAB 6-
EXPERIENCE AND QUALIFICATIONS

TAB 6 – EXPERIENCE AND QUALIFICATIONS

Tab 6 aligns with the information requested in the City’s RFP, starting with a discussion of our project team’s experience, and includes a profile of Burns & McDonnell and our teaming partners, as well as an explanation and organizational chart of our project leadership and reporting responsibilities.

PROJECT TEAM’S EXPERIENCE

A. Developing Similar Master Plan Documents for Government Agencies

Since founding its Solid Waste and Resource Recovery Practice in 1970, Burns & McDonnell has completed numerous similar plans over the past five decades. This section presents our Project Team’s experience with prior projects that demonstrate our capabilities to collaborate with Austin Resource Recovery to update the 2011 Zero Waste Plan. These projects have included a combination of solid waste master and zero waste plans, as well as planning studies that addressed issues that will be evaluated in the master plan update. Representative project team experience is listed below. We have provided descriptions for **blue highlighted projects** within this section.

- ▶ **City of Cedar Park, Texas | Residential Diversion Master Plan**
- ▶ **City of Dallas, Texas | Resource Recovery Planning and Implementation Study and Partnership Analysis**
- ▶ City of Denton, Texas | Solid Waste and Recycling Strategic Plan
- ▶ **City of Denver, Colorado | Planning and Financial Evaluation of Options to Increase Recycling**
- ▶ City of El Paso, Texas | Solid Waste and Recycling Strategic Plan
- ▶ **City of Georgetown, Texas | Comprehensive Solid Waste Master Plan**
- ▶ **City of Houston, Texas | Integrated Solid Waste Management Plan**
- ▶ **City of Los Angeles, California | Solid Waste Integrated Resource Plan**
- ▶ **City of Minneapolis, Minnesota | Zero Waste Plan and Commercial Recycling Study**
- ▶ City of New York, New York | Evaluation of Commercial Franchising Options and Procurement
- ▶ City of Olympia, Washington | Toward Zero Waste Plan
- ▶ City of Renton, Washington | Sustainable Materials Management Strategic Plan
- ▶ City of Roswell, Georgia | Solid Waste and Recycling Strategic Plan
- ▶ **City of San Antonio, Texas | Path to Zero Waste Plan and Multiple Planning Studies**
- ▶ **City of Seattle, Washington | Comprehensive Solid Waste Management Plan Amendment**
- ▶ City of Sheridan, Wyoming | Integrated Solid Waste Management Plan
- ▶ City of Sioux Falls, South Dakota | Solid Waste Mater Plan
- ▶ City of Tacoma, Washington | Sustainable Materials Management Plan
- ▶ City of Tucson, Arizona | Solid Waste Diversion Plan
- ▶ City of Walla Walla, Washington | Solid Waste Management Plan Update
- ▶ **Colorado Department of Public Health and the Environment | Colorado Integrated Solid Waste and Materials Management Plan**
- ▶ County of McLeod, Minnesota | Multiple Solid Waste Management Plan Updates
- ▶ Grant County, Washington | Solid Waste Management Plan
- ▶ Hillsborough County, Florida | Solid Waste Master Plan
- ▶ **Houston-Galveston Area Council | Commercial Food Waste Collection in the H-GAC Planning Region**
- ▶ **Johnson County, Kansas | Solid Waste Master Plan Update**
- ▶ Kittitas County, Washington | Solid Waste Management Plan Update
- ▶ **Louisville Metro Government, Kentucky | High Diversion Study and Solid Waste System Analysis**
- ▶ Mid-America Regional Council (greater Kansas City metro) | Strategy for Sustainable Solid Waste Management

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ Minnesota Pollution Control Agency | Statewide Recycling and Solid Waste Infrastructure Needs Assessment
- ▶ **North Central Texas Council of Governments | Regional Recycling Analysis and Educational Campaign**
- ▶ Oregon Department of Environmental Quality | Materials Management Vision for 2050
- ▶ Pinellas County, Florida | Solid Waste Master Plan
- ▶ Port of Seattle, Washington | Solid Waste Management Plan
- ▶ Santa Fe Solid Waste Management Agency, New Mexico | Solid Waste Assessment and Management Study
- ▶ Spokane County, Washington | Comprehensive Solid Waste Plan Update
- ▶ **Texas Commission on Environmental Quality | Economic Impacts of Recycling**
- ▶ Thurston County, Washington | Hazardous Waste Management Plan Update
- ▶ Tri-County Hazardous Waste and Recycling Program, Oregon | Organics Management Strategy
- ▶ Whatcom County, Washington | Solid Waste Management Plan
- ▶ Yakima County, Washington | Comprehensive Solid Waste Plan Update

CITY OF CEDAR PARK, TEXAS | RESIDENTIAL DIVERSION MASTER PLAN

Seeking to evaluate options to increase diversion and waste minimization, the City of Cedar Park retained Burns & McDonnell in 2018 to develop a residential diversion master plan

- ▶ **Recycling Measurement:** Evaluated whether the City would consider a zero waste plan, as well as alternative metrics such as capture rates, disposal rate and participation rate
- ▶ **Residential Recycling, Bulk and Organics Collection:** Evaluated the costs and benefits associated with changing the collection frequency for recycling collection, developing a call-in bulk program and curbside organics collection
- ▶ **Stakeholder Engagement:** Conducted citywide, survey, multiple public meetings, industry interviews and City Council meetings to seek input and direction, including the willingness to pay for programs that would increase recycling levels. We also collaborated with the City to develop a project website: www.cedarparkwastediversion.com/
- ▶ **Facilities and Infrastructure:** Evaluated whether existing landfills, materials recovery facilities (MRF), transfer stations and organics processing facilities will meet the long-term needs of the CAPCOG region
- ▶ **Household Hazardous Waste:** Evaluated multiple options for managing HHW, including opportunities for collaboration with other local municipalities to provide a regional approach to HHW services

CITY OF DALLAS, TEXAS | ZERO WASTE PLAN UPDATE AND MULTIPLE PLANNING STUDIES

Since 2013, Burns & McDonnell has led a number of solid waste and resource recovery consulting projects for the City of Dallas. Highlights include:

- ▶ **Zero Waste Plan Five Year Update:** In Spring 2019, Burns & McDonnell will initiate a project to update the City's zero waste plan. Our efforts will evaluate the City's progress toward meeting goals of the 2013 plan, establish updated goals and develop recommendations and strategies to guide key efforts for the next five years. The plan update will build on a number of projects we have completed for the City since 2013.
- ▶ **Comprehensive Financial Study:** Burns & McDonnell is developing a comprehensive financial study for the Sanitation Department. Key aspects of the project address developing a comprehensive financial plan,



Community-based stakeholder meetings led to strong support for implementing the City's recycling processing plan.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

evaluating recycling and disposal markets and the consideration of pricing strategies focused on increasing recycling over time.

- ▶ **Resource Recovery Planning and Implementation Study:** Burns & McDonnell assisted the City of Dallas as part of a project team with evaluating and implementing recycling strategies to help the City achieve a 60 percent diversion rate. The study evaluated the technical and financial feasibility of multiple resource recovery technologies (e.g., single-stream recycling, mixed waste processing, gasification and anaerobic digestion).
- ▶ **Procurement, Permitting and Owner’s Advisory Services for a New Material Recovery Facility:** Following completion of the planning and implementation study, the City retained Burns & McDonnell to assist with implementing the preferred strategies. A key part of the project focused on advising the City with procuring an effective public-private partnership with a company that will process and market the City’s single-stream recyclable materials. Based on the collaborative effort between the City and Burns & McDonnell, the City selected a Proposer to design-build-operate a \$20 million single stream MRF at the City’s landfill that will bring many new jobs to Dallas.
- ▶ **Refuse, Fleet Maintenance and Brush and Bulky Collection Operations Review:** Burns & McDonnell worked with the City to evaluate key staffing, equipment and financial issues. The purpose of this analysis was to identify recommendations that can be implemented to increase efficiencies and decrease costs, as well as to provide opportunities to increase diversion from the disposal stream.



Burns & McDonnell advised the City with the process to build a new \$20 new Material Recovery Facility that is increasing recycling for the City of Dallas and region.

CITY OF DENVER, COLORADO | PLANNING AND FINANCIAL EVALUATION OF OPTIONS TO INCREASE RECYCLING

The City and County of Denver developed a master plan for managing solid waste in 2010. The City is seeking to increase its recycling rate from the current 18 percent to meet or exceed the Plan’s 34 percent recycling rate by 2020. In 2017, the City retained Burns & McDonnell to provide an independent assessment of the programs and costs that would need to be implemented and/or improved to achieve the recycling rate goal. This work included developing an Excel-based model to conduct “what-if” scenarios to compare potential materials diversion and program costs. Following the analysis, Denver retained Burns & McDonnell to develop an implementation plan and comprehensive financial study for deployment of staff, equipment and integration of new software. Key analysis addressed for Denver included:

- ▶ **Stakeholder Engagement:** Conducted citywide, statistically valid telephone survey and multiple focus groups to better understand resident’s interest in new programs and willingness to pay for added services
- ▶ **Financial and Operational Analysis:** Evaluated the City’s solid waste and recycling program costs and operations
- ▶ **Benchmarking:** Documented successful and unsuccessful programs nationally, including statistical correlation between billing rates and recycling quantities
- ▶ **Sensitivity Analysis:** Developed a detailed, Excel based decision making tool/pro forma based on the City’s operational and financial metrics that allowed for extensive sensitivity analyses
- ▶ **Software Integration:** Procurement of new work order management and billing system software

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

CITY OF GEORGETOWN, TEXAS | COMPREHENSIVE SOLID WASTE MASTER PLAN

As a rapidly growing community located on the I-35 corridor, the City of Georgetown retained Burns & McDonnell in 2017 to develop a comprehensive solid waste master plan (CSWMP) and transfer station feasibility study. In parallel to developing the CSWMP, Burns & McDonnell evaluated options for expanding or replacing the City's existing transfer station. The transfer station portion of the analysis included a detailed workshop with the City and its private sector partner to discuss the City's future needs for this facility, as well as waste generation and forecasting.

The CSWMP is the first solid waste management plan for the City and provides an evaluation of solid waste and waste minimization options and goals for the City to manage its system from 2018 – 2038. Key plan objectives address developing waste minimization strategies for the residential and commercial sectors that can be developed in a fiscally responsible manner. Highlights of the plan include:

- ▶ **Stakeholder Engagement:** Focus groups, workshops, on-line survey, interviews and City Council meetings
- ▶ **Current System:** Evaluation of programs and services, needs analysis, partnership opportunities and costs
- ▶ **Waste Characterization and Generation Forecast:** 20-year forecast, including an evaluating of disposal, recycling and composting capacity for Travis and Williamson counties
- ▶ **Establish CSWPM Goals and Objectives:** Will occur via workshop with core planning team
- ▶ **Identify Alternative Strategies and Evaluate Options:** Analysis based on City's goals
- ▶ **20 Year Implementation and Funding Plan:** Identifies activities, dates, responsible parties, costs and funding sources

CITY OF HOUSTON, TEXAS | INTEGRATED SOLID WASTE MANAGEMENT PLAN

The City of Houston is the 4th largest city in the United States. As part of a larger project team, NewGen Strategies and Solutions, LLC (NewGen) is currently working with the City of Houston's Solid Waste Management Department to develop a 20 - year Integrated Solid Waste Management Plan. The City recognizes the necessity for a comprehensive and integrated solid waste management plan that considers and addresses all components of an integrated solid waste management system including source reduction, reuse, recycling, landfilling, and sustained operation of solid waste services, whether public or private. Main objectives for the development of the City's Integrated Solid Waste Management Plan are to 1) develop a strategic plan for managing solid waste in the Houston metropolitan area through both disposal and recycling/reuse for the next 20 years that meets federal and state laws and regulations; 2) develop goals and SMART (specific, measurable, attainable, relevant, time-bound) objectives for the City's solid waste management program; and 3) facilitate citizen input to the planning process for solid waste management. Highlights of this ongoing planning process include:

- ▶ **Communications Plan and Implementation:** Includes the formation of an Advisory Task Force, the launch of a project-specific webpage, the conduct of customer surveys, ongoing workshops with the Advisory Task Force, and other outreach initiatives throughout the duration of the planning process.
- ▶ **Solid Waste Facilities Inventory:** Focuses on the City's current and planned solid waste infrastructure and identifies gaps in capacity.
- ▶ **Waste Quantities and Projections:** Includes analysis of existing solid waste and recycling data, estimating waste quantities and material types, projecting the waste stream during the Planning period and preparing a findings report.
- ▶ **Waste Management Activity Analysis (Gap Analysis):** Includes an evaluation of the each of the City's solid waste programs in relation to the municipal solid waste management goals and objectives as determined by the City and the project team with input from the Advisory Task Force.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

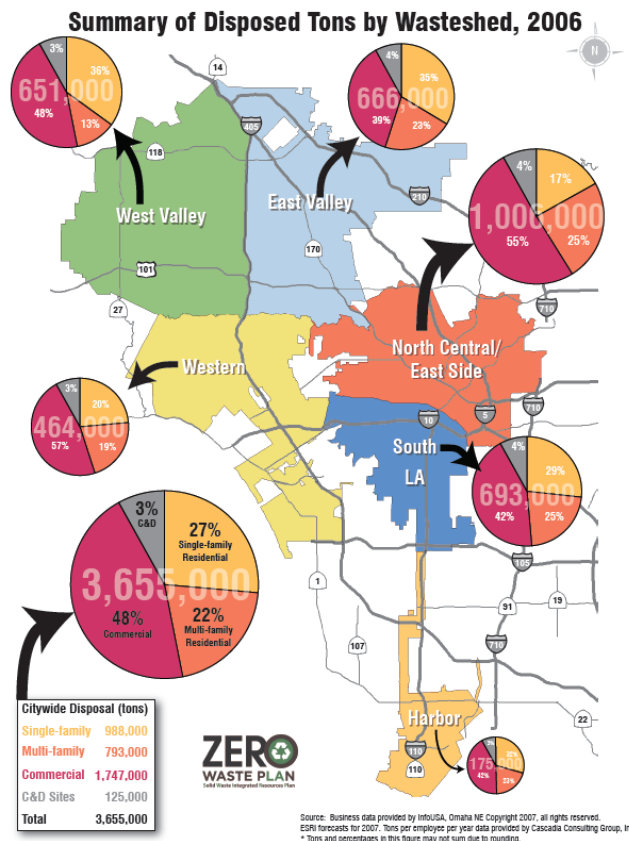
- ▶ **Strategic Analysis:** Involves strategic analysis and development of various solid waste options and scenarios to be explored, described, and evaluated.
- ▶ **Plan Document Development and Adoption:** Preparation of a draft and final Solid Waste Management Plan suitable for submission to the Mayor and City Council, incorporating the analyses and communications outreach of the planning effort, including recommended strategies, and implementation activities for the recommended strategies

CITY OF LOS ANGELES, CALIFORNIA | SOLID WASTE INTEGRATED RESOURCES PLAN (SWIRP)

Cascadia, as part of a larger project team, worked closely with the City of Los Angeles throughout its solid waste integrated resources planning process, delivering research, analysis, strategy, and stakeholder engagement services to build a “Road to Zero Waste” that is actionable, sustainable, and supported by LA communities. This solid waste integrated resources planning (SWIRP) process included designing and implementing an “existing conditions” study that documents the current materials management system for MSW, organics, recyclables, and C&D; projecting waste generation, disposal, and diversion for the 20-year planning period; identifying policy, program, and facility options for prioritization by City staff; developing user-friendly tools to help stakeholders understand the long-term effects of various program and policy options; and coordinating and conducting a stakeholder-driven process characterized by community meetings and workshops to brainstorm options for achieving diversion goals of 70 percent by 2015.

The existing conditions inventory incorporated interviews and background research to document solid waste, organics and green waste, (C&D) materials, and recycling flows among all generators, transfer stations, processing and handling facilities, and landfills used by the City’s businesses and residents.

Based on projections of population and employment growth, Cascadia modeled solid waste disposal quantities from 2010 to 2030. Finally, Cascadia developed a highly useful and interactive model and visualization tool that stakeholders could use to explore scenarios that combine various materials management strategies. Using this tool, Cascadia worked closely with the City and stakeholders to develop lists of key waste prevention and recycling policy and program options and project their advantages, disadvantages, and overall effects over the 20-year planning timeframe. We also developed a detained communications plan and Stakeholder Engagement strategy, which included extensive public outreach including workshops, presentations, surveys, webinars, websites and factsheets/graphics.



TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

CITY OF MINNEAPOLIS, MINNESOTA | ZERO WASTE MANAGEMENT PLAN AND COMMERCIAL COLLECTION AND MATERIALS DIVERSION STUDY

Burns & McDonnell was retained by the City of Minneapolis in 2016 to conduct a commercial collection and materials diversion study (Commercial Study) with the objective of evaluating approaches to increase the diversion of recyclable materials and organics for commercial, industrial, and multifamily municipal solid waste within the City. The Study included analyzing various strategies and options, including but not limited to business and technical assistance, ordinance revisions, licensing, franchising, and other alternatives.

Pathway to Zero Waste



Following the completion of the Commercial Study, Burns & McDonnell was retained to assist the City with the drafting of its Zero Waste Management Plan. In addition to addressing strategies fostering commercial waste diversion, Burns & McDonnell identified strategies to increase diversion of recyclable materials and organics for the residential, institutional, and public space generators. The zero waste plan was approved by the City Council in December 2017 and the City has begun implementation. Key project efforts addressed:

- ▶ **Public Input:** Facilitated a series of stakeholder meetings and developed a project website
- ▶ **Current System:** Characterized existing programs and services, needs analysis, and partnership opportunities
- ▶ **Establish Plan Goals and Objectives:** Participated in weekly work sessions with City's steering team to draft Plan
- ▶ **Identify Alternative Strategies and Evaluate Options:** Identified detailed strategies for each sector
- ▶ **Implementation and Funding Plan:** Identified activities, dates, responsible parties, costs and funding sources
- ▶ **Plan:** Submittal of draft and final plans for review and approval by City Steering Team and City Council

CITY OF SAN ANTONIO, TEXAS | SOLID WASTE AND RECYCLING PLANNING CONSULTING

Burns & McDonnell has completed multiple solid waste and recycling planning projects for the City of San Antonio in support of the City's efforts to implement its zero waste plan. Key projects have addressed the following issues:

- ▶ **Pay-As-You-Throw (Variable Rate) Program Evaluation:** The City retained Burns & McDonnell to provide a planning level review of the City's efforts to plan for the implementation of a variable rate program for the solid waste and recycling services provided by the Solid Waste Management Department. Our efforts focused a review of the City's financial model, assumptions and estimates regarding projected diversion changes from variable rates. We also developed case studies from other communities in the Southwest that have implemented variable rate programs.
- ▶ **Recycling Auditing and Characterization:** As a key initiative to reduce contamination in the single-stream recycling program, Burns & McDonnell is



Working in collaboration with City staff on strategy development, City staff have communicated the vision developed with our input to the City Council for implementing pay-as-you-throw.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

presently providing independent oversight of the City’s quarterly recycling audit process at the Republic MRF. To date, we have completed 10 audits. Our services have included planning for the audits, audit observations (including performance of the equipment), and documentation of audit observations. Based on our efforts the City and Republic have been able to increase the recovery rate for multiple program materials and the data provided from our efforts are facilitating greater focus on reducing contamination.

- ▶ **Solid Waste and Recycling Zero Waste Planning Services:** Burns & McDonnell continues to support the City’s efforts to achieve its 60 percent recycling goal and has provided key insight on multiple projects being implemented by the City. These projects have addressed organics (including a third cart), recycling processing and long-term landfill disposal needs.

CITY OF SEATTLE, WASHINGTON | COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN AMENDMENT

Cascadia is currently drafting the 2018 Amendment to the City of Seattle’s Comprehensive Solid Waste Management Plan (CSWMP), which will expand upon and update the 2011 CSWMP. The project will incorporate two complementary initiatives throughout the process. The solid waste planning initiative will incorporate technical updates to the Amendment, describing current program performance and new options that Seattle Public Utilities (SPU) can take to support its recycling and waste diversion goals. The recommendations will be informed by relevant findings from SPU’s economic and environmental analyses of existing, planned, and proposed solid waste programs and systems. A key feature of the 2018 Amendment is the incorporation of new metrics, such as waste generation rates and environmental lifecycle impacts, that capture the importance of activities like waste prevention and tie solid waste management activities to broader sustainability efforts. Additionally, the Amendment will include recommendations to further improve the resiliency and adaptiveness of SPU’s solid waste management activities to future economic, social, and environmental changes.

The second initiative focuses on stakeholder engagement and will ensure that race and social justice frameworks are integrated into all aspects of the amendment process. Cascadia will work closely with the Environmental Justice and Service Equity team at Seattle Public Utilities (SPU) to accurately utilize SPU’s Racial Equity Toolkit as part of its outreach efforts, ensuring that historically underserved members of the public will have input into the Amendment in addition to traditional governmental and industry stakeholders.

COLORADO DEPARTMENT OF PUBLIC HEALTH AND THE ENVIRONMENT (CDPHE) | INTEGRATED SOLID WASTE & MATERIALS MANAGEMENT PLAN

As declared within the Colorado Solid Waste Act, a statewide system of integrated solid waste management planning is necessary to meet Colorado’s solid waste disposal needs. To comprehensively address the current and future needs of solid waste management in Colorado, an integrated solid waste & materials management plan was needed to replace the 1992 plan. Significantly based on our experience advising other state, regional and local governments on complex solid waste and recycling financial and technical issues, the CDPHE retained Burns & McDonnell in 2015 to develop an Integrated Solid Waste & Materials Management Plan (ISWMMP). Key issues addressed in the ISWMMP include but are not limited to the following:

- ▶ Initiate shifting the construct from merely waste disposal to sustainable materials management
- ▶ Center on both state and local efforts towards the reduction of volume and toxicity of the waste stream

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ Strive to achieve realistic goals for source reduction, recycling, composting and similar waste diversion practices at the state and local levels
- ▶ Evaluate the current status of waste disposal and diversion opportunities

The ISWMMP includes a comprehensive evaluation of the current state of Colorado’s waste disposal and materials management practices, incorporating a public stakeholder process with feedback and input from all regions of the state. This process facilitated the development of options for virtually all regions and helped capitalize on a collaborative effort to develop solutions for Colorado’s future. The results and recommendations within the Plan will guide CDPHE and stakeholders to develop short term and long-term goals best suited for developing cost effective and environmentally protective waste management and waste diversion systems.



Stakeholder meeting for the Colorado Integrated Solid Waste and Materials Management Plan.

HOUSTON-GALVESTON AREA COUNCIL | COMMERCIAL FOOD WASTE COLLECTION IN THE H-GAC PLANNING REGION

NewGen was retained to conduct a Commercial Food Waste Collection Study to identify the status of the current food diversion activities that were taking place within the H-GAC planning region by food processors, produce row, grocers, restaurants and other businesses. NewGen also identified composting facilities that were available, and willing to accept food waste – both pre- and post-consumer. Two outcomes of this study were the development of a “first-ever” roundtable meeting/network at H-GAC’s offices, of individuals critical to all three facets of successful food waste diversion: generators, collection companies and composting facilities. This was the beginning of building a network to increase food diversion awareness within the H-GAC planning region. A second outcome of this study was the development of a GIS based interactive website that allows an individual business owner, anywhere in the H-GAC planning region, to enter their address and find the nearest composting facility that will accept their food waste.

JOHNSON COUNTY, KANSAS | SOLID WASTE MASTER PLAN UPDATE

With a population exceeding 500,000 Johnson County is the largest county in Kansas. As a part of the Kansas City metro area, it has a thriving combination of single-family, multifamily and commercial sectors. Burns & McDonnell is presently updating the County’s solid waste master plan. Key efforts for this update have addressed:

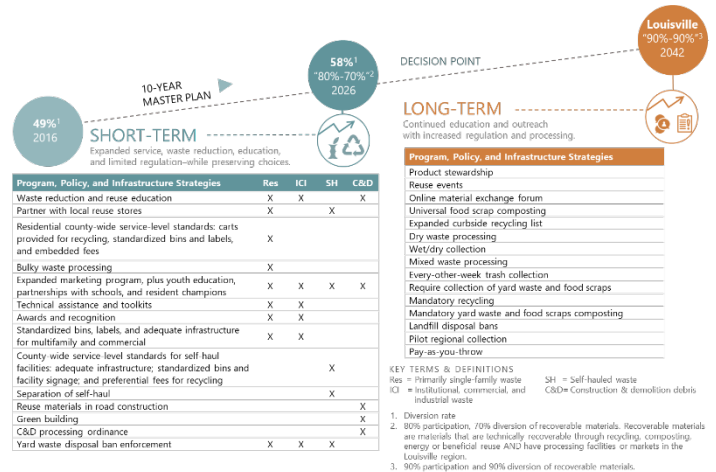
- ▶ **Recycling Measurement:** Evaluated whether the County would consider a zero-waste plan, as well as alternative metrics such as capture rates, disposal rate and participation rate for each generator type
- ▶ **Evaluating Progress:** Evaluated progress made to implement recommendations from the 2013 plan
- ▶ **Reevaluating Priorities:** Evaluated where the County should focus future resources to achieve the greatest increase in diversion at the most reasonable cost
- ▶ **Stakeholder Engagement:** Communications plan included facilitated meetings with the Solid Waste Management Committee, public meetings with multiple generators, industry interviews and Board presentations

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

LOUISVILLE, KENTUCKY | HIGH DIVERSION STUDY AND SOLID WASTE SYSTEM ANALYSIS

Cascadia supported the development of a comprehensive solid waste and high diversion study for Louisville Metro Government to achieve a 90%-by-90% diversion rate across the Louisville-Jefferson metropolitan region. Cascadia identified industry best practices to meet the region's unique materials management needs. Our work included identifying industry best practices; engaging key community and industry stakeholders; identifying and evaluating innovative diversion scenarios; modeling waste diversion and costs for 10-year scenarios; and preparing a final study that recommended 10-year and long-term options to meet the regions diversion goal. Recommendations included improvements to policies, incentives, collection, education and outreach, and infrastructure.



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) | REGIONAL RECYCLING ANALYSIS AND EDUCATIONAL CAMPAIGN

Recognizing the need to increase recycling and decrease contamination, the NCTCOG, launched its Regional Recycling Survey and Campaign in August 2018. NCTCOG retained Burns & McDonnell and the Recycling Partnership to provide an understanding of the quantity and quality of materials in communities' recycling systems and develop a regional public educational campaign focused on increasing recycling participation and decreasing contamination. Highlights of the project include:

- ▶ **Regional refuse and recycling composition:** Collected and evaluated waste characterization for data from 10 cities (including Dallas and Fort Worth) in the region and compared the information to MRF audit results from these cities
- ▶ **Capture rate analysis:** Developed an understanding of how much of recyclable material generated is recycled versus disposed
- ▶ **Financial impacts:** Estimated the financial value of material going to landfills that could be recycled
- ▶ **Acceptable materials list:** Based on interviews with MRF operators, identified materials to emphasize in the educational campaign for promoting to be and not to be included the most valuable materials
- ▶ **Regional educational campaign:** Developing education and outreach materials in the form of a suite of multi-media tools and outreach materials that could become a resource for NCTCOG communities to adapt into their own public-facing communication



TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY | THE ECONOMIC IMPACTS OF RECYCLING

In 2015, the 84th Texas Legislature passed House Bill 2763 that directed the Texas Commission on Environmental Quality (TCEQ) to conduct a study on the economic impacts of recycling in Texas. The TCEQ retained Burns & McDonnell to develop the study, which was published in 2017. Content of the *Study of the Economic Impacts of Recycling* includes:



- ▶ **Executive Summary:** Summary for Legislators to review
- ▶ **Methodology:** Describes the process to develop the recycling and economic analysis
- ▶ **Recycled Tons and Recycling Rate:** Quantifies the amount of material recycled in 2015 on a material by material basis
- ▶ **Recycling Costs, Value and Quality:** Key insight on recycling focused financial and material quality issues
- ▶ **Composition:** Detailed analysis of the types of material from residential, commercial and C&D sources
- ▶ **Methods to Increase Recycling:** Analysis of market development opportunities to expand recycling in Texas
- ▶ **Grants and Other Funding Sources:** Describes funding options for solid waste and recycling programs and provides an overview of public-private partnership structures
- ▶ **Economic Impacts of Recycling:** Evaluates the economic impacts based on economic activity and job creation
- ▶ **Infrastructure Needs:** Describes cases studies from multiple Texas communities



The TCEQ study included key public outreach, including a roundtable discussion with members of a Recycling Industry Committee.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

Experience with Benchmark Cities Identified in Austin's RFP

Within Section 3.1.1 of the City's Scope of Work, ARR identified 14 cities to include for benchmarking key issues associated with the Zero Waste Plan. Since our Project Team members have worked with 11 of the 14 benchmarking cities, we have provided key information that summarizes key projects completed by our proposed project team. Following the table, we have provided a brief listing of relevant projects.

CITY	CONSULTING SERVICES					
	PLANNING	FINANCIAL ANALYSIS	STAKEHOLDER ENGAGEMENT	BENCHMARKING	PROGRAM ANALYSIS	RECYCLING / WASTE COMPOSITION
Austin	●	●	●	●	●	●
Dallas	●	●	●	●	●	●
San Antonio	●	●	●	●	●	●
Fort Worth		●	●	●	●	●
Minneapolis	●	●	●	●	●	
Los Angeles	●		●		●	●
San Diego						●
San Francisco	●		●		●	●
San Jose					●	●
Portland		●			●	●
Seattle	●		●		●	●

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

City of Austin, Texas

Affordability Study	Burns & McDonnell developed study that provides an understanding how services and costs provided by ARR compare to other Texas cities.
Evaluation of Recycling Processing Costs	Burns & McDonnell compared the City's cost of recycling processing to the cities of Dallas, Fort Worth and San Antonio.
Outreach Services for Residential Compost Program	Team members conducted outreach efforts to inform and educate residential customers about its Curbside Compost Program, the City's Zero Waste goals, and other programs.
Commercial Recycling Workshop	Team members conducted workshop focused on options to increase recycling for businesses and apartment residents.
Recycling Public-Private Partnership Analysis	Team members evaluated options for the City to partner with the private sector to provide recycling processing services.
Material Recovery Facility Planning and Design	Team members provided preliminary planning and design for a new recycling facility and maintenance facility.
Comprehensive Solid Waste Operational Review	Team members evaluated key aspects of the solid waste and recycling operations, with a focus on evaluating pay-as-you-throw, fleet maintenance and collection operations.
Universal Recycling Ordinance Outreach and Education	CD&P has provided education and outreach to businesses and multifamily properties since 2013 to help them establish recycling programs and comply with the ordinance.
Single Use Bag Ordinance	CD&P team member oversaw and facilitated public and stakeholder engagement on new City policy governing the use of plastic and paper bags.
Zero Waste Plan	CD&P team member developed and executed public and stakeholder engagement strategy during the process of developing Austin's Zero Waste goals and objectives.
Curbside Composting Program	CD&P team member facilitated public and virtual meetings to gauge support for a change in frequency of curbside recycling collection and the institution of curbside compost collection.
Special Events Ordinance	CD&P team member worked with ARR and other City departments to develop and ordinance governing sustainability measures at public events.
Contract Management	CD&P team member facilitated City Council/stakeholder working group to manage ARR's process for contracting out services.
Curbside Compost Outreach	Cultural Strategies is spearheading outreach efforts and educate residential customers about its Curbside Compost Program.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

City of Dallas, Texas

Zero Waste Plan Update	In Spring 2019, Burns & McDonnell will initiate a project to update the City's zero waste plan.
Comprehensive Financial Study	Burns & McDonnell is developing a comprehensive financial study for the Sanitation Department.
Resource Recovery Planning and Implementation Study	Burns & McDonnell evaluated multiple options for the City to achieve its 60% recycling goal.
Material Recovery Facility Procurement	Burns & McDonnell assisted the City with contracting with a private company to build and operate a new, \$20 million recycling facility at the City's landfill. Project included multiple public input meetings.
Brush and Bulky Operations Review	Burns & McDonnell evaluated options to increase the diversion of organics material.
Residential Refuse and Recycling Operations Review	Burns & McDonnell evaluated options to increase efficiencies and decrease maintenance and vehicle costs.

City of San Antonio, Texas

Local Solid Waste Management Plan	Team members worked with City staff to establish the 60 percent recycling goal and facilitated a series of public meetings with a Council appointed citizen group.
Financial Analysis	Burns & McDonnell evaluated options to consider pay-as-you throw.
Recycling Processing Procurement and Implementation	Advised the City with the contracting process and on-going issues focused on reducing contamination and increasing recycling.
Organics Diversion Procurement and Implementation	Team members assisted with developing a cart-based organics (food scraps and yard trimmings) collection program for the City's 340,000 households.
Brush Recycling Technical Assistance	Team members completed multiple technical memos that assisted the City evaluate and implement multiple organic diversion programs.
Conversion Technology Feasibility Study	Team members evaluated the feasibility of traditional and emerging energy from waste conversion technologies as potential alternatives to landfill disposal.

City of Fort Worth, Texas

Recycling Processing Procurement	Burns & McDonnell is advising the City on contracting for recyclable materials processing services.
Solid Waste and Recycling Contract Evaluation and Contract Negotiation	Team members assisted the City with negotiating six contracts and evaluating multiple strategic issues (e.g. zone-based collection for residential collection).
Multi-family Recycling Planning Study	Team members evaluated options to increase recycling in for apartment residents.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

City of Minneapolis, Minnesota

Zero Waste Plan	Burns & McDonnell completed a zero waste plan that provides sector by sector strategies to help the City achieve its zero waste goals.
Transfer Station Feasibility Study	Burns & McDonnell is developing a transfer station feasibility study focused on retrofitting an existing facility to be more accessible for residents and small businesses as a drop-off facility.
Commercial Recycling Study	Burns & McDonnell evaluated approaches to increase the diversion of recyclable materials and organics for commercial, industrial, and multifamily sectors.

City and County of Los Angeles, California

Emerging Technologies Study	Burns & McDonnell is a part of a project team that is evaluating strategies to implement technologies to reduce future reliance on landfills.
Solid Waste Integrated Resources Plan (SWIRP)	Cascadia supported the City of Los Angeles' high-diversion planning process by documenting existing conditions, projecting waste quantities over a 30-year planning timeframe and modeling high diversion scenarios for consideration by a multi-stakeholder planning team.
Countywide Characterization Research	Cascadia conducted a 2006-2007 Base Year Characterization study for the unincorporated areas of Los Angeles County, and was recently contracted to update the study in 2019

City of San Diego, California

Landfill-based Waste Characterization Study	Cascadia led a team to design and implement a study to characterize the amounts and types of waste disposed by multiple sectors, including single family, multifamily, commercial, military, self-haul, and green (organic) collections.
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City of San Francisco, California

"Zero Waste" Analysis and Technical Assistance On-Call Services	Cascadia is providing on-call professional services to help implement the Mandatory Recycling and Composting Ordinance across commercial and multifamily sectors, and ultimately meet its goal of zero waste by 2020.
Waste Characterization Studies	Cascadia has conducted two citywide waste characterization studies for the City of San Francisco, assessing waste generation as well as diversion across residential, self-hauled, and construction and demolition sectors.
Evaluation of Optical Sorting Systems (Davis Street Transfer Station)	Cascadia designed and conducted a third-party evaluation of an automated optical sorting sensor installed as part of a \$9 million technology upgrade intended to improve progress toward a locally mandated 75% diversion goal.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

City of San Jose, California

Waste Characterization Study	Cascadia is providing waste, recycling, and organics characterization services to the City of San Jose, designing and conducting audits of their commercial, residential, and C&D streams.
Bioplastics Degradation Testing & Analysis	Cascadia worked to establish a protocol for testing the compostability of bioplastic food service products, film and packaging materials at local composting facilities.
Materials Processing Contracts Review	Members of the Burns & McDonnell project team evaluated the City of San Jose's recycling and anaerobic digestion materials processing agreements to identify opportunities to improve these agreements to be consistent with industry best practices.

City of Portland, Oregon

Materials Management Measurement Best Practices Research	Cascadia researched tools and approaches to quantify and track the environmental and human health impacts of materials management, with the goal of broadening Metro's measurement beyond tons and GHGs.
Anaerobic Digestion Feedstocks and Feasibility Analysis	Cascadia planned and conducted an examination of fiber based and plastic compostable products to determine each material's impact on—and potential value to—the AD system; and each material's ultimate end-of-life disposition. Also examined the fibrous digestate to assess its suitability for composting and document contaminants.
HHW Producer Responsibility Scenarios Analysis	Cascadia supported development of an action-ready strategy for the evolution of Metro's HHW collection operations by modeling the effects of more extensive producer responsibility programs against waste generation and population trends and outlining options for sustainable system growth.

City of Seattle, Washington

Ongoing Waste, Recycling, Organics, and C&D Monitoring	Cascadia team members have directed this ongoing program since its inception in 1988, characterizing and analyzing the flow of residential, commercial, and self-hauled waste, recycling, organics, and C&D materials.
Food Waste Collection Pilot Study	Cascadia assisted in designing and piloting a food waste collection for Seattle, working with haulers to provide biweekly collection and monitoring, collecting and analyzing observational data from collection events; and conducting follow-up surveys of pilot participants. This pilot was developed into the City's commingled organics collection program, active today.
C&D Protocols Development	Cascadia evaluated two residual sampling protocols (a weight-based, hand sort protocol and a volume-based, visual protocol) to determine the best method for measuring the quantity of banned materials in the residuals stream and determining facility compliance with the landfill bans.
Commercial and Multifamily Outreach and Technical Assistance	Cascadia manages all aspects of this multi-million-dollar program, which provides free outreach, education, and technical assistance to Seattle businesses and multifamily properties to reduce waste, conserve water, reduce or prevent pollution, and become more sustainable.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

Solid Waste Management Plan Amendment	Cascadia is currently drafting an update to the City of Seattle’s Comprehensive Solid Waste Management Plan that will include technical updates, including new metrics to inform the City’s solid waste management planning process, and will lead stakeholder engagement activities that emphasize the inclusion of race and social equity initiatives.
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TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

B. Using Innovative Methods to Develop Customer Oriented Solutions

To illustrate our team’s efforts to use innovative methods to develop customer-oriented solutions, we have highlighted key aspects from several projects completed by our project team that were previously discussed in Tab 6.

CLIENT PROJECT	INNOVATIVE METHODS TO DEVELOP CUSTOMER-ORIENTED SOLUTIONS
City of Austin Universal Recycling Ordinance (URO) Outreach and Education	<p>Innovative Method: Developed a series of Lunch and Learns to provide property owners, property managers, and business managers with information and strategies for meeting the requirements of the URO.</p> <p>Solution: CD&P has conducted over 40 trainings, reaching more than 1,000 owners and managers, reducing the amount of one on one phone outreach and visits needed and increasing efficiency of resources.</p> <p>Innovative Method: CD&P developed engaging instructional videos for required reporting.</p> <p>Solution: Videos allowed property owners and managers to learn the online reporting program and increased accurate reporting. The videos were available to the thousands of affected business contacts and decreased the number of inbound phone calls for assistance.</p>
City of Dallas Material Recovery Facility (MRF) Procurement	<p>Innovative Method: Developed options for the City to consider a traditional contract for processing services, as compared to another option for a private company to build a operate a new MRF on city-owned land.</p> <p>Solution: Dallas contracted with a company that built a \$20 million MRF, which is delivering net revenue to the City in spite of the recycling commodity market downturn and has increased the City’s recovery of multiple material types.</p>
North Central Texas Council of Governments Regional Recycling Analysis and Educational Campaign	<p>Innovative Method: In an effort to calculate a capture rate for the North Central Texas planning region, conducted a waste characterization study for 10 cities that comprise more than 50 percent of the population and compared data to existing MRF audit data.</p> <p>Solution: Approach provided a cost-effective methodology to understand the capture rate for single-stream recycling material, which is being utilized as a key basis for the region’s recycling education campaign.</p>
Cities of Minneapolis, Georgetown and Cedar Park Zero Waste / Comprehensive Solid Waste Master Plans	<p>Innovative Method: Rather than set one citywide, percentage-based recycling rate goal, we closely worked with each city to develop diversion goals for individual sectors (e.g. single family, multi family, commercial, etc)</p> <p>Solution: Each city has a set of goals for individual sectors that are based on customized metrics that include categories such as capture rate, disposal rate, participation rate and total quantity recycled.</p>
Cities of Dallas, Fort Worth, Garland, Minneapolis, Lewisville and San Antonio Recycling Processing Procurements	<p>Innovative Method: Developed customized Excel models that provided historical recycling pricing commodity pricing.</p> <p>Solution: Allowed cities to evaluate how financial proposals from various processors would change based changing commodity values.</p>

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

CLIENT PROJECT	INNOVATIVE METHODS TO DEVELOP CUSTOMER-ORIENTED SOLUTIONS
City of Denver Planning and Financial Evaluation of Options to Increase Recycling	Innovative Method: Developed customized Excel model that provides the City with an understanding of the relationship between the cost of diversion programs and the amount of recycling associated with each program Solution: Allows the City to select diversion programs that will result in the most cost-effective approach to increasing its recycling rate
TCEQ Economic Impacts of Recycling	Innovative Method: Needing to survey hundreds of recycling facilities from across the United States, collaborated with a software company to develop a customized on-line survey tool. Solution: Use of the survey tool assisted with getting a very strong survey response rate.
Houston-Galveston Area Council (H-GAC) Commercial Food Waste Collection in the H-GAC Planning Region	Innovative Method: NewGen worked with GIS staff at H-GAC to develop a web-based interactive mapping system on the H-GAC website that allows users to identify the nearest composting facility that accepts food waste. Solution: Allows homeowners and businesses to find the nearest location to take their food scraps to be composted.

C. Zero Waste Policy and Program Development

Our team has experience both developing zero waste plans and updating existing zero waste plans to better-position clients to meet their goals. We draw from our collective Zero Waste Library, which serves as a repository for innovative and effective past programs and policies, to make informed recommendations to clients for realistic and attainable zero waste goals and implementation plans. Recommendations are tailored to each jurisdiction by identifying their biggest opportunities based on recoverable materials remaining in disposed waste; capture rates for each sector (single-family, multifamily, commercial); and the programs, policies, and infrastructure already in place.

As part of our process, we emphasize examining the waste stream and engaging key stakeholders to ensure the plan is grounded in reality. For example, when working with the Louisville (KY) Metro Government to develop a solid waste and high diversion study, Cascadia helped them revise their 90% diversion goal (which did not consider whether 90% of generated waste could be recycled or composted) into a “90%-90%” goal: 90% participation and 90% diversion of recoverable materials.

With the understanding that budgetary limits are key drivers of what municipalities can attain regarding their zero waste goals, our team is adept at analyzing the expected costs and diversion benefits to compare approaches, based on our collective experience implementing programs as well as results from others captured in the Zero Waste Library. These projections help clients adopt cost-effective methods that meet their goals. For example, analysis for Louisville found that requiring haulers to provide organics collection to all residents would be costly for customers relative to the additional tons collected because Louisville already bans yard waste from landfill disposal. Cascadia oversaw a similar comparative analysis for the City of Tacoma, WA, which informed our recommendation to focus on policies, regulations, education, and outreach to achieve their 70% diversion goal more cost effectively than building a City-owned MRF.

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(continued)

D. Measurement of Diversion Programs

Burns & McDonnell Leadership Facilitates a National Policy on Measuring Diversion Programs

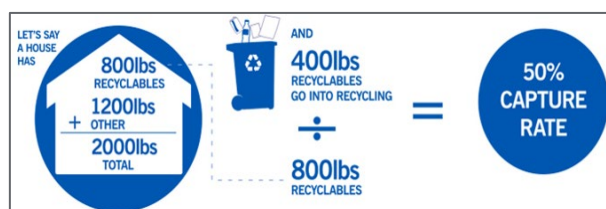
Traditionally, zero waste (and comprehensive solid waste master) plans have included recycling rates as a means to measure recycling efforts. Proposed Burns & McDonnell leadership for the City of Austin’s Zero Waste Plan have recently provided key insight to the approach to measure recycling from a national policy perspective. Scott Pasternak (as director of SWANA’s Planning and Management Technical Division), was the primary author of a SWANA technical policy focused on recycling measurement. Further, as a representative on SWANA’s International Board, Bob Craggs facilitated discussions between multiple industry representatives that voiced varied perspectives on the issue. After being unanimously adopted by the SWANA International Board in August 2018, the policy – known as T-6.4 Measuring Recycling – is available on SWANA’s website.¹ This policy advocate for the “use of transparent and consistent methods to measure tons of materials recycled as a part of an integrates solid waste management system.”

Texas Study on the Economic Impacts of Recycling Provides Model Approach

In 2017, the same Burns & McDonnell leadership proposed for Austin’s Zero Waste Plan completed the “Study on the Economic Impacts of Recycling,” which included a comprehensive effort to measure recycling in Texas. Based on the comprehensive and transparent methodology used for this project, SWANA recognized this study as a model approach that is consistent with SWANA’s policy to measure recycling. Prior to completing the “Study on the Economic Impacts of Recycling,” proposed project team members have also completed recycling measurement studies in Texas in the Dallas-Fort Worth and Houston-Galveston areas.

Evaluating Alternative Methods to Measure Recycling

While recycling efforts have transitionally been measured based on a recycling rate, over the past decade the weights and composition of materials in MSW streams have changed. Over the past decade, the weights and composition of materials in municipal solid waste streams have changed. For example, there is now typically less newspaper, but more cardboard, and individual plastic bottles and aluminum cans weigh less. Some consumer packaging contains multiple materials, making



Capture rate provides an understanding of how effectively a curbside recycling program operates

¹ Policy available at: https://community.swana.org/communities/community-home/librarydocuments/viewdocument?DocumentKey=54ebd7b4-4828-490d-a2e5-ac752cc19823&_ga=2.80119952.648819398.1551104947-1752256525.1551104947

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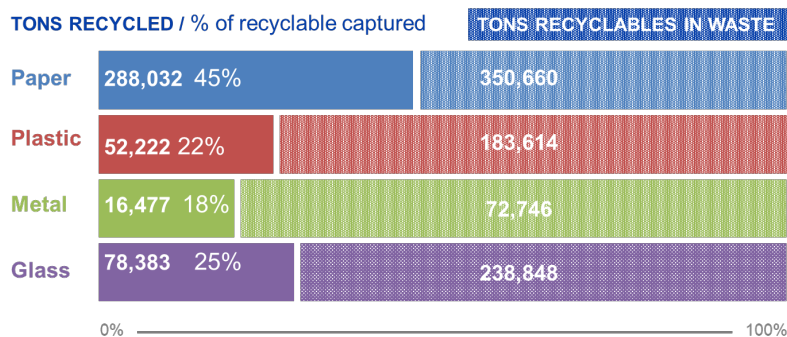
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recycling more challenging. Due to these factors, we have also worked with multiple communities to consider alternative methods to recycling measurement, which include but are not limited to:

- ▶ **Capture rate:** Percentage of recyclable material that is recycled versus disposed
- ▶ **Disposal rate:** Based on per capita/employee disposal quantities
- ▶ **Participation rate:** Based on how frequently a resident or business recycles over a defined time period (e.g. monthly)
- ▶ **Life cycle analysis:** Analysis of the total environmental impacts associated with a product or process and evaluation of opportunities to reduce impacts throughout its life cycle, using methods such as replacing virgin material inputs with recycled material
- ▶ **Greenhouse gases:** Quantification of greenhouse gas reductions through increased use of recycled materials as product inputs (life cycle analysis) and reduction of material landfilled, which reduces the generation of greenhouse gases due to decomposition

Measuring Diversion on a Smaller Scale

As part of the Universal Recycling Ordinance outreach program, CD&P developed a simple waste measurement program for commercial and multifamily properties to use to gauge their baseline diversion and progress over time. The information gathered by the property allowed them to identify educational needs for employees and tenants and fed into the annual reporting requirements for the ordinance.



Our recent work for the NCTCOG provides an understanding of how a capture rate analysis can be used to set zero waste planning goals. In North Central Texas, there is a significant opportunity for cities to increase the recovery of key materials such as plastic and metal, which can also provide important economic development opportunities due to their value and interest from manufacturing companies to build more plastic bottle recycling capacity in Texas.

RECYCLING SURVEY FORM

Property Name _____

Date Range _____
Ex. August 3-30, 2014

INSTRUCTIONS:
Please complete this form at a consistent time on the day before recycling pick-up for a 4-week period.

SAMPLE

Recycling Container #	Container Size	Week 1		Week 2		Week 3		Week 4	
		How Full?	Trash Visible?	How Full?	Trash Visible?	How Full?	Trash Visible?	How Full?	Trash Visible?
1	96 gal.	1/2*	yes	1/2*	no	3/4*	no	Full*	

*Please only enter: empty, 1/4 full, 1/2 full, 3/4 full, or full

E. Economic Development Principles and Market Analysis

Our project team has conducted numerous studies that include evaluation of recyclable and organic materials end-markets to assist our clients “close the loop.” We have assisted municipalities, solid waste authorities, councils of governments and state agencies with this important endeavor. When assisting our clients with these projects we focus on three key steps: 1) an extensive discussion with the client to fully understand the issues – challenges and/or opportunities that the client is attempting to address; 2) assessing the marketplace – whether for traditional recyclables, or organics, and we familiarize ourselves with the specific region using our contacts and knowledge of the marketplace (both locally, regionally and nationally) to determine the barriers and/or opportunities in the specific region for the materials to be diverted; and 3) thoroughly examine the costs associated with the processing and transportation of the commodity(ies) to viable end markets, as well as recovered materials market pricing.

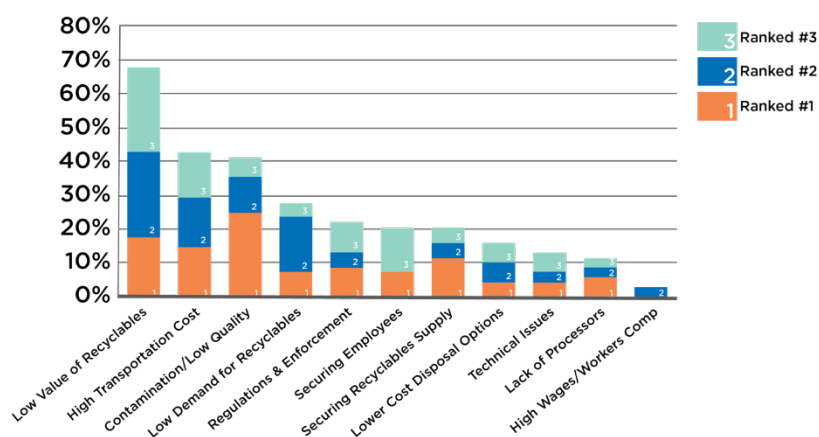
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To provide timely assistance, we gather up-to-date pricing information on the commodity markets. We actively monitor the recovered materials markets for various recyclable materials through continuous subscriptions to key industry indices (e.g. Pulp and Paper Week “yellow sheet,” recyclingmarkets.net) and routinely characterize the historical pricing changes for specific commodities. For example, we apply this expertise to our extensive work assisting numerous local governments throughout the U.S., including the cities of Dallas, San Antonio, Fort Worth, and Minneapolis, competitively procure recyclable materials processing and marketing services. This assistance includes not only evaluating proposed vendor processing costs and revenues for the sale of the recovered materials, but recommending specific strategies to address anticipated market risks (e.g. pricing volatility, quality specifications, end-use capacity) and potential financial impacts. Provided below is a summary of two key projects where our work has included economic and market analysis in the context of recyclable and organic materials market development.

We completed a landmark study entitled “Study on the Economic Impacts of Recycling” for the TCEQ in July 2017. This study not only included a comprehensive effort to measure recycling in Texas as referenced above in Section D, but addressed other key aspects of the economics of recycling including but not limited to the following:

- ▶ Identified barriers (as shown on the adjacent figure) and opportunities to expanding recycling markets, including new markets and businesses projected to have a material impact on the Texas recycling industry;
- ▶ Assessed the economic impacts (e.g. jobs, multipliers, tax revenues) the recycling industry has on the Texas economy; and
- ▶ Evaluated recycling infrastructure as compared to projected needs related to materials supply and demand.



Based on a statewide survey, recycling processors identified their top three barriers constraining the expansion of recycling activity in Texas.

Team member NewGen completed a study entitled “Commercial Food Waste Collection in the H-GAC Planning Region” in August 2015. The study identified the status of current food diversion activities that were taking place within the H-GAC planning region by food processors, produce row, grocers, restaurants and other businesses. Facilities were identified that were available and willing to accept food waste – both pre- and post-consumer. Two outcomes from this study were the development of a “first-ever” roundtable meeting/network, at H-GAC offices, of individuals critical to all three facets of successful food waste diversion: generators, collection companies, and composting facilities. This was the beginning of building a network to increase food diversion awareness within the H-GAC planning region. A second outcome of this study was the development of a GIS based interactive website that assists business owners enter his/her address and find the nearest composting facility that will accept their food waste.

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(continued)

F. Community-based Social Marketing and Behavior Change Approaches

Our team is well-versed in community-based social marketing (CBSM), a comprehensive, research-based approach to designing and piloting behavior change programs for broad-scale implementation. We believe this expertise will be vital in creating and supporting effective communications strategies and campaigns that deliver lasting, measurable results. The adjacent graphic outlines this methodology.

Our team targets behavior, specific audiences (including demographics), key messaging, and outreach and engagement strategies that will encourage positive behavior change. Potential behavior change strategies could include:

- ▶ Door-to-door outreach, including use of cart tags
- ▶ Engagement at community events
- ▶ Posting on sites like Nextdoor.com
- ▶ Partnerships with local businesses
- ▶ Public pledges to take a given action, such as recycling aluminum cans
- ▶ Gamification—for example, offering prizes to the blocks or individual residents that reduce energy use the most over a given period
- ▶ Recruiting “community champions” or “block captains” to engage with their neighbors
- ▶ Working with other City departments to co-market multiple programs

Our team has utilized its CBSM initiatives in the following projects:

- ▶ Seattle Green Business Program | Seattle Public Utilities
- ▶ Envirostars Regional Green Business Program | 19 Washington Member Agencies
- ▶ “Refresh Recycling” Program | City of Bellevue, Washington
- ▶ Business Assistance Program | Stopwaste Partnership (Alameda County Waste Management Authority)
- ▶ Regional Recycling Educational Campaign | North Central Texas Council of Governments
- ▶ Universal Recycling Ordinance (URO) Outreach and Education | City of Austin (see project highlight on the following page)



TAB 6 – EXPERIENCE AND QUALIFICATIONS

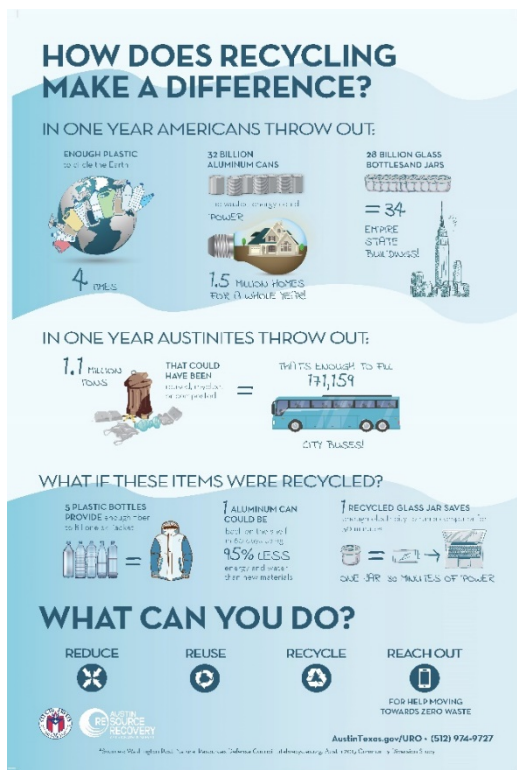
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UNIVERSAL RECYCLING ORDINANCE (URO) OUTREACH AND EDUCATION | CITY OF AUSTIN

Since 2013, CD&P has worked with ARR to develop messaging, advertising, social media, and email campaigns to reach property owners, property managers, business owners, employees, and multifamily tenants to encourage compliance with the URO and adopting zero waste practices. Working closely together, CD&P and ARR have reached over 15,000 affected stakeholders.



CD&P has created advertisements, handouts, and posters for employees and residents to encourage recycling and other diversion practices.



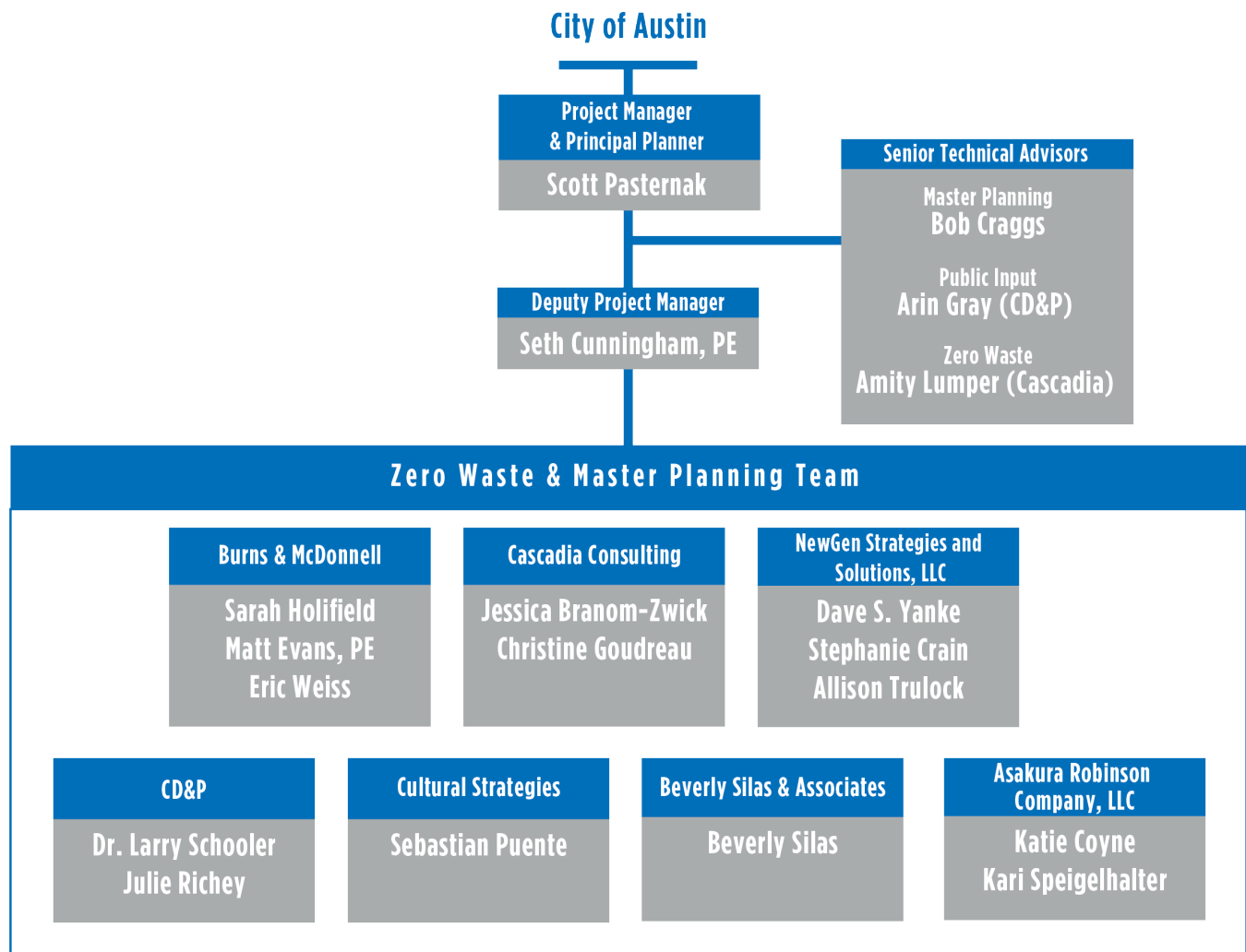
TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

PROFILE OF PROJECT TEAM

Burns & McDonnell will lead this project as the prime firm. To provide increased depth, meet the City’s MBE/WBE contracting goals and provide the best in class subject matter expertise, we have included the following firms on our team:

- ▶ Cascadia Consulting
- ▶ Newgen Strategies and Solutions
- ▶ CD&P
- ▶ Cultural Strategies
- ▶ Beverly Silas & Associates
- ▶ Asakura Robinson



TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

A. History and Location

The following provides an overview of each firm.



Being 100 percent employee-owned means that everyone has an ownership stake in the success of our clients, and all team members are driven to find remarkable solutions.

We've been in business for over 119 years. Burns & McDonnell was founded in 1898 by Clinton S. Burns and Robert E. McDonnell. In 1986, Burns & McDonnell became 100 percent employee-owned. This was a defining milestone infusing a sense of entrepreneurialism into the firm that has truly defined our culture.

We are a fully integrated engineering, architecture, construction, environmental and consulting firm with a multidisciplinary staff of more than 6,000 professionals worldwide. With annual revenues of \$2.5 billion, we have large-firm resources but small-firm responsiveness. Burns & McDonnell ranks in the upper 5 percent of Engineering News-Record's Top 500 Design Firms and is among the leaders in many service categories. Because we are relationship-focused and dedicated to creating amazing success for our clients, we have a 90 percent repeat-business rate and client partnerships that span multiple decades. Clients appreciate our entrepreneurial ambition.

With our regional solid waste and resource practice being based in Austin, our Austin office will lead this plan for ARR.

Managing Solid Waste Now, For the Future

Since 1970, the Burns & McDonnell Solid Waste and Resource Recovery Practice has successfully completed hundreds of solid waste projects for local and regional governments. We are prepared to apply our experience to make this a successful project for the City of Houston. Solid waste management and resource recovery requires progressive and innovative approaches in the context of sustainable development. With Burns & McDonnell, you get full-spectrum services, combining our solid waste and recycling experience with our engineering expertise, energy capabilities, environmental permitting expertise, financial analysis expertise, public-private partnerships, and engineering design-build applications.



SOLID WASTE AND RESOURCE RECOVERY EXPERIENCE

- ▶ Solid Waste Management Planning
- ▶ Zero Waste
- ▶ Cost of Service and Rate Design
- ▶ Business and Financial Analysis
- ▶ Collection and Facility Operational Reviews
- ▶ Landfill Engineering and Permitting
- ▶ Benchmarking
- ▶ Procurement, Franchising and Contracting
- ▶ Ordinance Review and Development
- ▶ Waste Minimization, Recycling, and Composting
- ▶ Public Involvement and Stakeholder Outreach
- ▶ Implementation and Transition Assistance

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)



Cascadia Consulting Group, Inc. (Cascadia) is a women-owned business established in Seattle, WA in 1993 to provide rigorous research and analysis in support of solid waste management and diversion planning. With an additional office in Oakland and satellite team members in Austin, Los Angeles and Phoenix, Cascadia serves clients across the western U.S. and nationwide. Cascadia's materials management line of business includes both general (MSW) and specialized material stream characterization research as well as sustainable materials management planning, program design and performance evaluation, and sector-based outreach and technical assistance programs. Over the past 24 years Cascadia has:

- ▶ delivered more than 55 zero waste or materials management plans
- ▶ conducted more than 500 waste characterization studies for 100 clients; created sophisticated waste stream models and projections to inform long-term planning
- ▶ reached tens of thousands of businesses, homeowners, and multifamily residents with on-the-ground recycling and organics technical assistance programs.

Cascadia's clients include cities, counties, states, haulers, federal and military entities, airports and ports, academic institutions, NGOs, and a range of private businesses and corporations, including Fortune 500 companies.



NewGen Strategies and Solutions, LLC (NewGen) is a management and economic consulting firm specializing in serving the utility industry. NewGen primarily serves public sector utilities and provides nationally recognized expertise in utility cost of service and rate design studies, economic feasibility studies, utility business and financial planning, and stakeholder engagement for water, wastewater, solid waste, electric and natural gas utilities.

NewGen was created by consultants who are dedicated to our client's mission and recognized as experts in our respective fields of service. Our assistance to the public sector is provided with a keen insight to navigate the uncertain markets and the growing role of stakeholders, resource availability, cost of providing utility services, and economic conditions. This ensures an integrated approach to delivering our products and services. NewGen is certified as a small business (SBE) with the South-Central Texas Regional Certification Agency (certification number 213122664) and employs 35 consultants and support staff in nine (9) cities across the country.



CD&P is a community outreach and engagement firm specializing in developing and implementing proactive communication strategies that reach diverse audiences and fulfill client objectives. We have extensive experience working with public and private entities on a variety of projects and initiatives, including transportation planning and construction, long-range planning, development of master and vision plans, zero waste and recycling, utility planning and operations, and governmental relations. We combine our expertise in these areas to provide clients with a robust, all-inclusive, and customized approach to community outreach, public relations, marketing, event planning and facilitation, graphic design, and multicultural outreach. Our team uses principals from the Systematic Development of Informed Consent, IAP2, and other community engagement programs to build public support for projects and missions. We work closely with stakeholders during the planning, design, and construction of major infrastructure, transportation, and development projects to build understanding and support.

Since 2013, CD&P has provided outreach and education services for ARR's Universal Recycling Ordinance. During the last 6 years of service with ARR, CD&P has assisted with:

- ▶ Strategic communications planning and messaging for the URO
- ▶ Planning and conducting hundreds of recycling and organics focused trainings for businesses
- ▶ Creating and implementing advertising, media, and social media campaigns
- ▶ Conducting hundreds of Zero Waste Assessments with local businesses

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ Conducting surveys and waste sorts for the 2015 Waste Diversion Study

CULTURAL STRATEGIES

Founded in 2009 by Sebastian Puente and Juan Tornoe, Cultural Strategies has established itself as a public engagement and communications firm that provides cultural insights, effective marketing concepts, and engagement strategies that resonate with a multicultural America. With rich experience in public involvement, marketing and advertising, branding, communications and advocacy outreach, Cultural Strategies helps businesses and organizations achieve their economic, cultural, social, and political goals and objectives.

The firm is experienced in providing public information and community engagement services on various projects for the City of Austin and its departments, including the Transportation Department, Parks and Recreation, Public Works, Austin Resource Recovery, and Development Services to name a few. For ARR, Cultural Strategies is spearheading outreach efforts and educating residential customers about the City’s curbside compost program. We have also provided strategic consultation and coordinated public outreach programs for Capital Metro – Project Connect and the Lone Star Rail District. Our approach reflects best practices and standards for success in public information and community involvement, employing varied tactics that include targeted contact list development, phone outreach, e-newsletters, and hosting public events, among many others.



Beverly Silas & Associates is a privately-owned public affairs/public involvement firm, which was founded in 2007 and is headquartered in Austin, TX. The firm provides public engagement leadership and oversees services including meeting facilitation, logistics, photography, database creation and maintenance, frequently asked questions and fact sheet creation and updating, issues management, strategic messaging, and numerous other services. The firm has led multiple stakeholder engagement projects for clients such as the City of Austin, TxDOT and Travis County. Beverly Silas & Associates has worked with Burns & McDonnell on other projects in a similar capacity as proposed for the ARR Master Plan.



Asakura Robinson is a planning, urban design, and landscape architecture firm that strengthens environments and empowers communities through innovation, engagement, stewardship, and an integrated design process. Founded in 2004 by Keiji Asakura and Margaret Robinson, our firm has built a solid reputation for sustainable design solutions and design excellence. We strive to assist visionary clients to spur positive change through a collaborative design process. We focus on engaging communities in ever more diverse project contexts while maintaining a high level of creativity and collaboration in every endeavor, always guided by three key values: Interaction, Diversity, and Innovation. Regarding zero waste in Austin, Asakura Robinson is presently facilitating efforts for sustainable and resilient design (including waste and resource recovery) for the new Austin FC Major League Soccer Stadium.

B. Names of Principal and Key Personnel

Successfully updating the Master Plan for the City of Austin requires a team that has zero waste, solid waste and recycling planning experience, as well as a thorough financial, operational and strategic understanding of solid waste and recycling services. We selected our team based on their upcoming availability and experience providing a full range of solid waste and recycling consulting and engineering services to municipal clients in Texas and across the U.S. The following table provide the names of key personnel who will be assigned to the project, as well as their primary work assignment and percentage of time that will be developed to the project.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

City of Austin Master Plan Project Team Responsibilities

Team Members	Primary Master Plan Assignments									
	Percentage of Time for Plan	Benchmarking & Research	Prioritization, Goals and Objectives	Stakeholder Input	Financial, Economic & Market Analysis	Organics	Recycling	Zero Waste	Messaging, Outreach & Behavior Change	Partnerships
Scott Pasternak	30	★	★	●	●	●	★	●	●	★
Bob Craggs	15	●	●	●	●	●		★		
Seth Cunningham	30	●	●		★	●	●	●		●
Sarah Holifield	15	●	●		●	●	●	●		●
Matt Evans	10	●				●	●	●		
Eric Weiss	30	●	●		●	●	●	●	●	●
Amity Lumper	5	●	●			●	●	●	●	
Jessica Branom-Zwick	5	●	●			●	●	●	●	
Christine Goudreau	10	●	●			●	●	●	●	●
Dave S. Yanke	15				●	★				
Stephanie Crain	15	●				●	●	●		
Allison Trulock	15	●	●			●	●	●		
Arin Gray	10			●					●	
Dr. Larry Schooler	10			●			●		●	
Julie Richey	25			★			●	●	●	
Sebastian Puente	15			●			●	●	★	
Beverly Silas	10	●		●						●
Katie Coyne	5	●								●
Kari Spiegelhalter	5	●								●
★ - Task Lead										

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

C. Professional Resumes

Brief professional resumes for each member of our proposed team follow; more detailed resumes are available upon request.



Scott Pasternak, Project Manager and Principal Planner

MS, Community and Regional Planning; BA, Government

Scott Pasternak has more than 20 years of solid waste and recycling planning experience; he focuses on addressing strategic solid waste and recycling issues for public sector clients. Scott is the past Director for SWANA's Planning and Management Division, serves on the Editorial Advisory Board for *MSW*

Management and is a member of the Municipal Solid Waste and Resource Advisory Council for the State of Texas and serves on the Board of Directors for the Lone Star Chapter of SWANA.

- ▶ **City of Austin Solid Waste and Recycling Experience:** Scott's consulting experience with the City of Austin spans two decades. In 2018, Scott managed the *Affordability Study* and analysis of recycling processing contracts for ARR. In 2011, he conducted a workshop focused on assisting commercial businesses with waste minimization efforts. In 2009, he evaluated public-private partnership options for recycling processing. He also led a comprehensive operational review in 2001, contributed to a single-stream MRF design project in 2008 and developed recycling processing financial studies in 2002 and 2009. In the late 1990s, Scott served on the City of Austin's Solid Waste Advisory Commission.
- ▶ **Central Texas Solid Waste and Recycling Experience:** Within central Texas, Scott led solid waste planning and consulting projects for communities like San Antonio, Cedar Park, Georgetown and Bastrop, as well as the Capital Area Planning Council of Governments. In 2018, Scott led efforts to develop comprehensive solid waste management plans for the cities of Georgetown and Cedar Park; these plans focused on evaluating options to increase diversion and will provide foundational information to support updating ARR's Zero Waste Plan. He has provided solid waste planning consulting services for San Antonio since 2004, including assistance with the City's *Pathway to Zero Waste Plan*, and projects focused on organics, recycling processing, variable rates and public input.
- ▶ **Zero Waste and Solid Waste / Recycling Planning and Strategic Analysis:** With a master's degree in community and regional planning from the University of Texas at Austin, Scott has led more than 40 zero waste and solid waste plans/studies for cities. He recently contributed to the City of Minneapolis zero waste plan and will manage efforts in 2019 to update the City of Dallas' zero waste plan. He has also led plans the cities of San Antonio, Phoenix, El Paso, Denton, Irving and Johnson County, Kansas. He managed the 2016 Colorado Solid Waste and Materials Management Plan, which focused on implementable strategies to increase recycling.
- ▶ **Diversion Measurement, Data Collection and Analysis:** Scott has managed innovative recycling studies in Texas that have measured recycling at the state, regional and local levels. He served as the project manager for the TCEQ's *Study on the Economic Impacts of Recycling* and the *Texas Recycling Data Initiative* completed for STAR. He managed three recycling rate measurement studies for the North Central Texas Council of Governments, including the current regional recycling analysis and educational campaign. In 2018, he led efforts for SWANA to develop a technical policy on recycling measurement.
- ▶ **Business and Financial:** More than 50 financial feasibility, capital improvement plan and cost of service studies for solid waste clients, including Amarillo, Austin, San Antonio, Dallas, Austin, Denver, Denton, Phoenix, Tempe, Glendale, Goodyear, Tucson, Midland, Oklahoma City, Corpus Christi, College Station, El Paso and Weatherford.
- ▶ **Waste Minimization and Recycling:** More than 50 recycling and waste minimization studies focused on increasing diversion. Clients include Georgetown, Denver, Phoenix, Fort Worth, Austin, Dallas, San Antonio, Denton and El Paso.
- ▶ **Solid Waste and Recycling Contracting:** More than 40 solid waste procurements and contract negotiations. Developed best management practice manual for solid waste and recycling procurements for the NCTCOG. Representative clients in central Texas include Austin, Cedar Park, Georgetown and Bastrop. He has represented the cities of Dallas, Fort Worth and San Antonio with multiple contracting projects. For example, his efforts for the City of Dallas resulted in a private company partnering with the City to build a \$20 million MRF at the City's landfill.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ **Collection and Facility Operations:** More than 20 operational reviews on topics such collection, recycling processing, transfer, organics and disposal for clients such as Amarillo, Phoenix, Seattle, San Antonio, Denver, Austin, Dallas, El Paso, Corpus Christi, Midland, North Texas Municipal Water District, Irving and Weatherford.
- ▶ **Stakeholder Engagement:** Led many projects that have required substantial public involvement. For Cedar Park’s 2019 plan, Scott facilitated multiple public meetings, developed an on-line survey and discussed options with the City Council. He facilitated a series of focus group discussions in developing the solid waste plan for the City of San Antonio. For the City of Dallas, he contributed to neighborhood meetings during the resource recovery planning process. He managed 10 meetings and extensive digitally focused-public outreach for the plan for the State of Colorado.
- ▶ **Educational and Outreach Campaigns:** Many of Scott’s projects have focused on collecting and analyzing data that is used for implementing educational campaigns focused on behavior change. He is managing NCTCOG’s regional recycling analysis and educational campaign. He recently contributed to a statewide litter study for the State of Tennessee, which provided data used to implement the “Nobody Trashes Tennessee” campaign. For the City of Phoenix, he completed the recycling study that helped to launch the “Reimagine Phoenix” campaign. He has conducted workshops on developing recycling education and outreach efforts for the H-GAC.



Bob Craggs | Senior Technical Advisor and Principal in Charge

Juris Doctorate; MA, Urban and Regional Planning; BA, Political Science and Public Administration

Robert Craggs serves as the Solid Waste and Resource Recovery Group Manager. With more than 26 years of industry experience, Bob has assisted local and state governments throughout the United States address various solid waste and resource recovery challenges. Possessing a law degree, he provides a unique perspective assisting clients with financial and efficiency projects ranging from refuse collection to landfill operations. Bob presently serves as the Planning and Management Technical Division Director on SWANA’s International Board. Bob routinely serves as a technical adviser on projects where Scott is the Project Manager and they have worked together since 2003.

- ▶ **City of Austin Solid Waste and Recycling Experience:** Bob has collaborated with Scott Pasternak and Seth Cunningham on multiple City of Austin projects. Bob has served as a technical adviser for the 2018 *Affordability Study*, the 2009 public-private partnership options for recycling processing and single-stream MRF design project in 2008.
- ▶ **Zero Waste and Solid Waste / Recycling Planning and Strategic Analysis:** Completed more than 50 solid waste and recycling planning studies for clients in the states of Texas, Oklahoma, Wisconsin, Washington, California, Wyoming, Arizona and Minnesota. Representative local governments have included Dallas, Denver, San Antonio, Honolulu, St. Louis County, Phoenix, Minneapolis, Oklahoma City and Kansas City. For the City of Minneapolis, he managed the 2017 Zero Waste Plan and the 2016 commercial recycling planning study; both projects provide specific strategies to achieve sector-specific zero waste goals. Bob is serving as a senior technical advisor for updating the City of Dallas’ zero waste plan.
- ▶ **Commercial Zero Waste and Solid Waste Planning Studies:** Bob recently managed a project focused on assisting the City of Minneapolis with evaluating options to enhance the economic viability of commercial collection services, which included a strong focus on evaluating options to increase recycling for the commercial and multi-family sectors. He evaluated commercial collection options, such as organized collection, exclusive and non-exclusive franchises, districting and municipalization. He is leading Burns & McDonnell’s (as a part of a consulting team) efforts for the City of New York’s project to increase commercial collection franchising services, which will also address multiple financial, policy, recycling and efficiency issues.
- ▶ **Financial, Enterprise Fund and Pay-As-You-Throw:** Completed numerous business plans, financial feasibility studies and cost of service studies throughout the U.S. He is presently managing a project for the City of Denver that is evaluating program funding options, including but not limited to variable rate pricing and pay-as-you-throw options. Denver is completing the project as part of a City Council driven goal to increase recycling and diversion. Other clients have included the cities of Oklahoma City, Dallas, Phoenix, San Antonio and Santa Barbara County.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ **Diversion Measurement, Data Collection and Analysis:** Bob has managed and served as a technical adviser on multiple studies focused on recycling measurement, including the recent Study on the Economic Impacts of Recycling for TCEQ, as well as prior studies for NCTCOG and H-GAC. He also contributed to two statewide recycling studies for the state of Iowa that included measuring the statewide recycling activities. He collaborated extensively with Scott in developing SWANA's technical policy on recycling measurement.
- ▶ **Waste Minimization and Recycling:** Over the past two decades, Bob has provided technical expertise for many recycling and waste minimization studies for local governments throughout the U.S., including San Jose, Seattle, Honolulu, Kansas City, Kauai County, McLeod County, Minneapolis, Phoenix, Ramsey County and Sioux Falls.
- ▶ **Solid Waste and Recycling Contracting and Partnerships:** On the strength of his law degree, Bob has managed procurement projects in an effort to secure competitive solid waste and recycling services for municipal clients throughout the country. He has represented clients such as Minneapolis, Dallas, San Antonio and Fort Worth on evaluating partnership options, developing RFPs and negotiating contracts. For example, he developed and negotiated strategies for the cities of Minneapolis and Dallas to implement innovative recycling agreements. He has also conducted market analysis for a variety of disposal, organics and recycling processing contracts.
- ▶ **Public Involvement:** Led many projects that have required substantial public involvement, including City Council workshops, public meetings, focus groups and solid waste advisory committees. In addition, he has substantial experience designing and implementing stakeholder engagement programs.



Seth Cunningham, PE | Deputy Project Manager and Senior Resource Recovery Planner MBA, Finance; BS, Mechanical Engineering

Seth Cunningham, PE, is an experienced project manager for financial and operational recycling and solid waste consulting engagements, serving clients across the United States. Possessing both business and engineering degrees, Seth is able to provide clients creative, yet fiscally responsible, solutions to technical problems. With his unique background and diverse skill set, he is able to bridge the information gap that often exists between the business and technical side of the operation. Seth has gained a thorough understanding of waste and recycling issues through his management of projects that have addressed a range of solid waste management practices, including landfills, transfer stations, composting, material recovery facilities, collection (refuse, recycling, green waste, brush/bulky), and waste to energy. He is presently the Technology Committee Chair for the Collection and Transfer Technical Division for the Solid Waste Association of North America.

- ▶ **City of Austin Solid Waste and Recycling Experience:** Seth's consulting experience with the City of Austin started in 2008. In 2018, Seth contributed to the *Affordability Study* and analysis of recycling processing contracts for ARR. In 2011, he conducted a workshop focused on assisting commercial businesses with waste minimization efforts. In 2009, was the lead consultant that evaluated public-private partnership options for recycling processing. He also was the deputy project manager for a single-stream MRF design project in 2008.
- ▶ **Central Texas Solid Waste and Recycling Experience:** Within central Texas, Seth has developed solid waste planning and consulting projects for communities like San Antonio, Cedar Park, Georgetown and Bastrop, as well as the Capital Area Planning Council of Governments. For CAPCOG, Seth managed a recycling market analysis project and disposal capacity analysis. Seth was a planner for the comprehensive solid waste management plans for the cities of Georgetown and Cedar Park; these plans focused on evaluating options to increase diversion and will provide foundational information to support updating ARR's Zero Waste Plan. He has provided solid waste planning consulting services for San Antonio since 2004, including assistance with the City's *Pathway to Zero Waste Plan*, and projects focused on organics, recycling processing, variable rates and public input.
- ▶ **Zero Waste and Solid Waste / Recycling Planning and Strategic Analysis:** Seth has conducted a range of solid waste and recycling planning studies for municipal solid waste clients. Example projects have included evaluating increased diversion of construction and demolition materials, landfill master plans, the use of transfer stations versus landfills, watershed analyses, feasibility studies, and other evaluations to plan for future recycling and disposal activities. Representative clients include Dallas, Denver, El Paso, and Region 2000 Services Authority (Virginia). Developed a

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

financial model as part of a statewide plan for the state of Colorado to evaluate landfill, transfer station and recycling options across the state. Seth is serving as the deputy project manager for updating the City of Dallas' zero waste plan.

- ▶ **Business and Financial:** Business and financial studies are one of Seth's focus areas. He has led numerous cost of service studies and financial feasibility studies for cities across the United States, with a focus on cities in Texas and the southwest. Representative clients include the cities of Amarillo, Dallas, Denton, Denver, El Paso, Lufkin, College Station, Tempe, and Victoria. Financial studies for the cities of Dallas and Denver are focused on provide longterm financial plans that address costs and benefits associated with multiple diversion programs. He has also developed financial models for trade organizations such as the Association for Home Appliance Manufacturers (AHAM) and the American Forest & Paper Association (AF&PA) to better understand the economics of recycling in their respective industries.
- ▶ **Public Private Partnerships and Market Analysis:** Seth has represented cities such as Dallas, Austin and San Antonio with various solid waste and recycling public private partnerships. He provides technical and financial analysis for the City of Dallas' public-private partnership for the City's \$20 million MRF. He has also conducted market analyses for a range of recycling and solid waste issues for clients such as Dallas, San Antonio, Garland, CAPCOG and Denver. Many of these projects involved detailed financial modeling to help clients understand how markets may change based on multiple variables such as commodity values, cost of service and demand for services.
- ▶ **Collection and Facility Operational Reviews:** He has conducted a range of collection and solid waste facility operational reviews that were focused on streamlining existing operations, introducing new cost-effective programs, and increasing revenue opportunities. Operations addressed have included commercial and residential refuse, recycling and bulk collection, as well as facilities such as transfer stations, MRFs and landfills. He recently evaluated the residential refuse and fleet maintenance operations for the City of Dallas. Representative projects have included clients in the following cities: Glendale, Dallas, Denton, El Paso, Fayetteville, Garland, Little Rock, Lufkin, North Texas Municipal Water District, Phoenix, Pima County, Shreveport, Tempe, Tulsa and Victoria.



Sarah Holifield | Resource Recovery Planner

BA, Business

Sarah has six years of consulting and environmental experience, working with a range of clients and project types, including solid waste and recycling planning, environmental permitting and financial studies. She supports municipal and governmental clients on a wide range of solid waste and recycling financial and operational projects.

- ▶ **City of Austin Solid Waste and Recycling Experience:** In 2018, served as the lead researcher and writer for the Affordability Study, which provided key insight on relationships between services provided, recycling percentages and rates charged by the City of Austin and 15 other Texas cities.
- ▶ **Central Texas Solid Waste and Recycling Experience:** Sarah developed a comprehensive solid waste master plan for the City of Georgetown. She addressed a range of issues including developing waste and recycling generation forecasts, as well as evaluating refuse and recycling collection options for the City's downtown and public spaces. She was the lead research and author for the City of Cedar Park's residential waste diversion plan. Key recommendations focused on increasing diversion of organics, developing regional HHW options and enhancing education and outreach strategies.
- ▶ **Zero Waste and Solid Waste / Recycling Planning and Strategic Analysis:** Sarah was a member of the solid waste planning team working closely with City Solid Waste and Recycling Staff to develop a comprehensive Zero Waste Plan for the City of Minneapolis. The plan addressed short, medium, and long-term strategies for, as well as known and potential barriers to, waste reduction and diversion, reuse, recycling, and composting for a variety of economic sectors (Residential, Commercial, Industrial, and Multifamily, Institutional, and Public Sectors) and waste types generated within the City. She is presently working on a solid waste master plan update for Johnson County, Kansas. She is evaluating progress achieved since implementing the 2013 plan and strategies to increase diversion on a sector basis (e.g. single-family, multi-family, commercial, organics, construction and demolition, etc).

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ **Benchmarking and Market Analysis:** Sarah managed benchmarking analysis of several large cities across the country as a part of a recycling and financial study for the City of Denver. Her responsibilities included assisting in development of interview questions to thoroughly assess established pay-as-you-throw (variable rate) residential solid waste collection programs, as well as conducting interviews with city staff and additional research. The research and benchmark analysis results were used to support development of financial evaluation of various solid waste collection service options. She has also led benchmarking and market analysis projects for the cities of College Station, Denton, Frisco, McKinney and Weatherford.
- ▶ **Regional Household Hazardous Waste Planning:** Sarah conducted an evaluation of options for providing HHW services for multiple cities in Denton and surrounding counties, and conducted a financial analysis focused on the feasibility of a regional HHW facility for the City. Projects for the cities of Cedar Park and Georgetown have also evaluated regional HHW management options.



Matthew Evans, PE | Senior Resource Recovery Engineer
B.S. in Civil Engineering

Matt has led an array of solid waste and resource recovery projects. The projects are as diverse as leading the preparation of a solid waste master plan for regional joint powers, to permitting, design and construction of a one of a kind landfill gas to ethanol plant project that required the installation of unique landfill gas collection and conditioning system and 11-mile pipeline in a public right-of-way. These management skills on a diverse range of projects are credit to his client partnership approach and teamwork personality. Bottom line, he works hard to make sure your project is a success. Matt focuses on his clients' understanding of the project issues and executing solutions that best meet their operational, financial, and scheduling needs. He has demonstrated hands-on involvement and has served as an advocate for clients before regulatory agencies. He is also an experienced speaker, presenting at conferences, as well as before City and County Boards and Commissioners. He is a board member of the Solid Waste Association of North American Minnesota Chapter, currently holding a board position on the executive committee as Secretary.

- ▶ **Zero Waste and Solid Waste / Recycling Planning and Strategic Analysis:** Matt has been a critical part of community solid waste and recycling master plan projects ranging from Honolulu, Hawaii to Minneapolis, Minnesota to Billings, Montana. He takes time to critically understand the needs of the community, assess the existing solid waste and recycling infrastructure, and develop recommendations that are measurable and realistically achievable. Even when Matt is not working with a community directly on a master plan, Matt finds that he is regularly working with municipal clients on solid waste and recycling planning related work, partnering with them to find cost effective, sustainable, and user-friendly solutions for specific parts of their solid waste and recycling system. Recent planning projects have included assisting Washington County, Minnesota, evaluate yard waste collection and processing options and Carver County, Minnesota evaluate residential recycling program effectiveness.
- ▶ **Collection and Transfer:** Municipal clients across the country have trusted Matt to help solve their solid waste and recycling challenges. As an example, Clay County, Minnesota was faced with an aging solid waste infrastructure system that needed a new transfer station and a kick-start of their diversion programs. Matt lead a team that designed a \$14 million resource recovery campus that is slated to be constructed in 2018/2019. The facility replaces the community's 40-year old municipal transfer station, and provides new opportunities for citizens of the county to safely and conveniently recycle, compost, and safely dispose of household hazardous wastes and other materials that have reached the end of their useful life.
- ▶ **Energy/Resource Recovery:** The City of Cheyenne, Wyoming, had multiple waste-to-energy developers go directly to the City Council and pitch a new waste-to-energy technology that would solve the City's solid waste challenges at a remarkably cheap price. To the City's credit, they were skeptical of the developer's pitch. They retained Matt to be the project manager of a waste-to-energy feasibility study that identified "proven" and "unproven" waste-to-energy technologies, as well as determine the estimated tipping fee that would be required for implementation of a "proven"

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

technology. Additionally, Matt has presented multiple times at state solid waste conferences on waste-to-energy, including a presentation entitled “Top 10 Things to Ask a Waste-To-Energy Developer.”

- ▶ **C&D Recycling and Landfill Engineering:** As a licensed professional engineer in six states, Matt is a respected engineer. He has worked on many solid waste and recycling projects, including many related to landfills. He has completed landfill master plans, multi-million-dollar landfill cell designs and construction projects, and permitting of new landfill expansions and operational methods. He has a detailed understanding of landfill facilities, their operations, and permitting requirements. Matt also understands the unique challenges of managing construction and demolition debris landfills, including policing of discarded non-permitted materials, as well as the unique recycling and reuse opportunities.



Eric Weiss | Resource Recovery Planner

B.S. in Integrated Engineering, Arts and Sciences

Eric Weiss has served both public and private sector clients by working on solid waste technology review and analysis, strategic and business planning projects, project due diligence and financing, greenhouse gas emission analysis, procurements for waste collection, processing and disposal systems and waste characterization studies. He provides technical and subject matter expertise in supporting the planning,

development, implementation, operation and optimization of solid waste management systems, and all integrated components.

- ▶ **Central Texas Solid Waste and Recycling Experience:** Eric supported the development of a residential waste diversion mast plan for the City of Cedar Park by planning and hosting several community workshops, administering a city-wide survey regarding solid waste services and developing financial analysis in support of the plan. He also supported the development of a comprehensive solid waste master plan for the City of Georgetown addressing a range of issues including developing waste forecasts, industry trends, and a planning approach on an individual sector basis. Worked with City staff to identify current issues and develop programs, strategies, and near, mid, and long-term implementation plans.
- ▶ **Zero Waste and Solid Waste / Recycling Planning and Strategic Analysis:** For Lee County, Florida, Eric provided the analysis for the development of a strategic series of programs that the County could potentially implement to manage the solid waste as its major disposal assets as they reach the end of their useful lives. He developed the system-wide mass balances and material flow diagrams to calculate the financial impact on the system’s rate-payers. This assessment was then presented to the Board of County Commissioners as a tool to guide their decision-making process for the direction of its solid waste management system over the next twenty years.
- ▶ **Diversion Measurement, Data Collection and Analysis:** The North Central Texas Council of Governments (NCTCOG) launched its Regional Recycling Survey and Campaign in August 2018. NCTCOG retained Burns & McDonnell to coordinate the data collection and analysis effort, provide an understanding of the quantity and quality of materials in communities’ recycling systems, and develop a regional public educational campaign focused on increasing recycling participation and decreasing contamination. Eric is leading efforts to evaluate the quantities of materials recycled and landfilled, including an analysis of the financial value of recycling material.
- ▶ **Operational and Financial:** Eric is presently leading a solid waste financial and operational feasibility study for the Town of Queen Creek, Arizona. Eric is leading efforts to evaluate the financial and operational feasibility of regional recycling and composting efforts for Weatherford, Texas.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)



Amity Lumper | Zero Waste Technical Advisor

M.S. in Strategic Leadership towards Sustainability, Blekinge Institute of Technology in Sweden

B.A. in Chemistry, Seattle Pacific University

Amity serves as Director of Cascadia’s Recycling and Materials Management practice and has over 20 years of experience in the industry. She leads waste audits and characterization studies in institutions and cities across the US—and she also contributes to the design, implementation, and evaluation of innovative plans and programs for cities, airports, universities, Fortune 50 corporations, recyclers, philanthropies, and NGOs. Selected clients include Emory University, Seattle-Tacoma International Airport, Starbucks Coffee Company, VF Corporation, StopWaste (CA), and the cities of Seattle (WA), San Francisco (CA), Los Angeles (CA), Phoenix (AZ), Tucson (AZ), and Olympia (WA). She specializes in delivering research, behavior change best practices, and data-driven solutions to advance sustainable materials management. Amity is a past president of the Washington State Recycling Association and is an active member of the California Resource Recovery Association (CRRA) and the Solid Waste Association of North America (SWANA). She regularly presents on best practices in solid waste planning, diversion program implementation, and emerging technologies.

- ▶ **Solid Waste and High Diversion Planning:** Amity has led or overseen multiple solid waste planning efforts for cities, large institutions, and corporations. She is principal-in-charge on current solid waste planning projects for the cities of Seattle and Renton, WA and has served in that role for a range of institutions and corporations: the University of Washington, UC-Berkeley, California State University-East Bay, and Emory University in Georgia; Seattle-Tacoma and Los Angeles International Airports; Fortune 100 and 400 technology corporations in Seattle and the San Francisco Bay Area; VF Corporation, Clif Bar, the Seattle Mariners, and others. Through this work Amity oversees the design and implementation of integrated solid waste services ranging from facility audits to plan development to on-the-ground program implementation. This work leads to tens of thousands of pounds in additional diversion as well as substantial cost savings.
- ▶ **Multifamily Diversion:** As principal-in-charge of Cascadia’s commercial and multifamily outreach and technical assistance programs, Amity has supported the development of ground-breaking research and pilot program implementation and evaluation in the multifamily sector. Amity’s team of multifamily diversion specialists have worked with cities, counties, state agencies, and haulers to define “best practices” for multifamily engagement and diversion; developed toolkits for property managers and staff; worked with architectural firms to incorporate solid waste management considerations into multifamily development projects; and incorporated multifamily services into longstanding commercial technical assistance programs. These services have improved multifamily diversion in Seattle, San Francisco, and Oakland and are informing the work of a national partnership that is working to improve multifamily diversion in other cities across the nation.
- ▶ **Commercial Diversion:** As principal-in-charge of Cascadia’s commercial and multifamily outreach and technical assistance programs, Amity oversees commercial recycling and organics technical assistance contracts in Seattle, San Francisco, Oakland, Tucson, and Phoenix, serving more than 10,000 businesses across a range of industries.
- ▶ **Hauler Services:** Amity manages Cascadia’s work with haulers—supporting the design and implementation of hauler-owned education and outreach programs that are built into municipal and regional hauling contracts with the purpose of increasing diversion and minimizing contamination. Through these services, Amity assists in developing customized community engagement approaches that target high-generating sectors; providing or training on-the-ground outreach and technical assistance specialists; and continually monitoring program outcomes and effectiveness for long term strategizing. Amity has provided these services to Waste Management, Republic Services, Recology, CleanScapes, and smaller local entities.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ **Public and Stakeholder Engagement:** Amity’s strategic planning and evaluation work always incorporates public and stakeholder engagement. He has led focus groups, facilitated stakeholder meetings, and prepared surveys to ensure true and significant stakeholder input in strategic planning processes.



Jessica Branom-Zwick | Senior Resource Recovery Planner

B.A. in Economics, Whitman College

Jessica Branom-Zwick, Senior Associate at Cascadia and co-manager of the firm’s solid waste planning practice area, brings over 10 years of quantitative research and modeling experience, using economic and environmental data to develop programs and policies that result in measurable resource conservation and pollution prevention. Jessica’s recent experience includes developing a comprehensive high diversion plan for Louisville-Jefferson County (KY); leading research on sustainable solid waste funding mechanisms for Washington’s Department of Ecology; evaluating the effectiveness of business recycling assistance programs for Metro Oregon and Seattle; managing an assessment of “best practices for measuring materials management” for Metro Oregon; and supporting the development of a long-term vision and strategy for Materials Management in Oregon for the Department of Environmental Quality. She uses her writing, analysis, and project management skills to evaluate the impacts of zero waste policy and program recommendations and to help clients develop and increase the effectiveness of their materials management programs.

- ▶ **Solid Waste and High Diversion Planning:** Jessica specializes in working with multi-stakeholder planning teams to create data-driven diversion plans that are well-researched, stakeholder supported, and economically feasible—with specific phases, steps, costs/benefits and other planning-level insights incorporated to streamline approval and implementation. Over the past 10 years, she has led or supported planning efforts for Seattle, Louisville, Salt Lake City, Portland, Tucson, Chicago, Tacoma, Olympia; three west coast counties; and the states of Washington and Oregon.
- ▶ **Sustainable Funding:** In partnership with the Washington Department of Ecology, Jessica is leading research on funding sources and mechanisms for solid waste that will endure as garbage and total waste decrease and commodity prices fluctuate—and that will incentivize waste reduction without encouraging improper disposal. Jessica was lead researcher on a related foundational study in 2007 for the Department of Ecology: Solid Waste Management Cost Flows in Washington State.
- ▶ **Airport Diversion:** Jessica serves as Deputy Project Manager for Cascadia’s work with the Seattle-Tacoma International Airport, leading diversion planning and modeling, waste forecasting and system capacity analysis, and stakeholder engagement activities intended to guide Sea-Tac Airport and vendors toward achieving ambitious diversion and sustainability objectives. Previously, Jessica served as Lead Analyst for the National Transportation Research Board’s Airport Cooperative Research Program “Recycling Best Practices” Guidebook for Airports, Airlines, and Flight Kitchens. Through this effort, Jessica conducted literature review and survey research with stakeholders nationwide to assess recycling practices, compile case studies, and develop clear recommendations for large (hub), small, and mid-sized airports.
- ▶ **Food Scraps Recovery Research:** In partnership with the Metro (Portland, OR) Regional Government, Jessica led literature, online, and interview research to document case studies of food scrap recovery strategies including processing facilities, flow control, incentives, and mandatory requirements used by the Seattle (WA), San Jose (CA), State of California, State of Massachusetts, Vancouver (BC), and Austin (TX).
- ▶ **Materials Measurement Best Practices:** As a project manager working with the Metro (Portland, OR) Regional Government, Jessica led research comparing tools and approaches for quantifying and tracking the environmental and human health impacts of materials management. For this effort, she managed literature reviews and interviews to assess key impacts associated with product lifecycle phases, evaluate methods for measuring sustainable consumption and

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

waste prevention, and describe the pros and cons of selected existing process LCA, input-output LCA, footprinting, and management system tools.



Christine Goudreau | Resource Recovery Planner

B.B.A. in Finance and International Business, Gonzaga University

Christine Goudreau, based in Austin, leads Cascadia’s field-based outreach and technical assistance initiatives. She specializes in community outreach, education, and behavior change, and brings nearly seven years of experience working on project development and coordination. Her recent experience includes leading the development of an outreach app to improve efficiency and effectiveness for staff working with multifamily properties; cart tagging effort that will increase food waste diversion in King County (WA); and documenting the needs of multifamily property managers in Seattle (WA) to support the cities multifamily strategy. Christine has assisted clients evaluate and improve programs that impact consumers, residents, community groups, and stakeholders.

- ▶ **Multifamily Diversion:** As a project manager for Cascadia’s commercial and multifamily outreach and technical assistance programs, Christine has supported the development of ground-breaking research and pilot program implementation and evaluation in the multifamily sector. Christine has worked with cities, counties, state agencies, and haulers to define “best practices” for multifamily engagement and diversion; developed toolkits for property managers and staff; worked with architectural firms to incorporate solid waste management considerations into multifamily development projects; and incorporated multifamily services into longstanding commercial technical assistance programs. These services have improved multifamily diversion in Seattle, San Francisco, and Oakland and are informing the work of a national partnership that is working to improve multifamily diversion in other cities across the nation.
- ▶ **Behavior Change and Outreach:** Christine’s projects incorporate community based social marketing strategies to promote sustainable behavior among groups targeted through technical assistance. Her expertise and understanding of these principles are instrumental in the success of transitioning her projects, many of which start as pilots, into longer-term initiatives.
- ▶ **Commercial Organics and Recycling Technical Assistance Expert:** Christine leads teams that directly support hundreds of commercial businesses to set up or improve recycling and organics infrastructure. She has personally provided technical assistance to over 300 businesses for a variety of initiatives, including providing staff training and education resources; developing consumer-facing educational documents; and supporting strategies that maximize diversion and reduce waste disposal costs.
- ▶ **Outreach and Engagement Evaluation:** Evaluation of outreach and engagement efforts is often overlooked by clients. Cascadia encourages clients to go beyond data collection and embrace more robust data analysis that examines the effectiveness of outreach programs. Cascadia continues to evolve its approach to gathering data in the field by utilizing technological efficiencies, such as tablets and a cloud-based database, to accurately gather and store data that can be thoroughly analyzed by clients. Christine encourages clients to fully utilize their data to gather insights that can help improve policy and future projects.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)



Dave Yanke | Senior Resource Recovery Consultant

BBA, Marketing | MBA, Finance

Mr. Dave Yanke brings over 25 years of financial and planning insight to his public sector water, wastewater, and solid waste clients. Mr. Yanke's experience includes the conduct of operational reviews, development of solid waste plans, system valuations, feasibility and privatization analyses, and cost of service and rate design studies for utility operations. Having effectively guided numerous repeat clients through a wide variety of operational and financial challenges, Mr. Yanke serves as a trusted advisor in an ever-changing marketplace. In addition, he has conducted numerous water, wastewater, and solid waste related research projects on such topics as regionalization and Texas-Mexico border infrastructure needs. Drawing on his operational experience, Mr. Yanke uniquely blends technical expertise with his business perspectives when providing economic and financial advice to his clients.

- ▶ **Central Texas Solid Waste and Recycling Experience:** Within central Texas Dave has conducted numerous projects over the years. For instance, he recently completed a study for the City of Temple to determine its best options with regard to moving its recyclables to the Balcones Resources MRF. NewGen was asked to evaluate the following scenarios - long-haul options, City operating the staging facility (vs. Balcones), City building a staging facility, and finally conversion to every other week recycling collection. NewGen has conducted numerous solid waste projects for the City of New Braunfels over the past ten years including the conduct of two cost of service studies, assisting with a new MRF processor procurement, a commercial recycling collection feasibility study, and the cost and design of a citizen collection center that would accept yard waste as well as large brush. Mr. Yanke conducted a series of three, one-day workshops for CAPCOG on issues such as full cost accounting, commercial food waste diversion and illegal dumping. Specific to the commercial food waste diversion workshop, Dave addressed how to optimize liquid food waste at the composting facility to enhance the composting process.
- ▶ **Development of Solid Waste Plans and Management Studies:** Mr. Yanke has been involved in the development of numerous solid waste management plans over the years, including the City of Irving and City of Austin in the late 1990's. To focus on more recent and relative projects, Dave is part of the project team selected to help develop the City of Houston's Integrated Solid Waste Management Plan. His primary focus on this plan is the development of the generation and diversion forecast through 2040, identification of organics diversion opportunities (yard waste, food waste, bio-solids) and the cost effectiveness of diverting those materials. Mr. Yanke is also beginning the development of a comprehensive solid waste management plan for the City of Stillwater, Oklahoma – focusing on recycling options and organics diversion. He worked with the Santa Fe SWM Agency on a comprehensive solid waste management study for the Agency, City and County which was completed in 2014.
- ▶ **Financial Expertise:** Perhaps Dave's greatest area of strength is his financial knowledge and depth of experience in conducting feasibility analyses for his clients on topics ranging from cost of service studies, to recycling feasibility analyses to negotiations with private haulers to commercial collection feasibility analyses. Examples of these are as follows: Mr. Yanke just completed a comprehensive cost of service and market study for Denton, Texas; he just completed negotiations to assist Mesquite, Texas in structuring a new 5-year commercial collection agreement with Republic; and Dave is currently working with the City of Victoria to determine the feasibility of the city taking over commercial front load collection when their contract with Waste Management expires.
- ▶ **Houston-Galveston Area Council Experience:** Mr. Yanke has a long-standing relationship with the H-GAC Planning Region and has served as a trusted advisor to H-GAC as well as its member cities and counties for over 20 years. Mr. Yanke has conducted in excess of 10 separate research related projects for H-GAC over the years as well as multiple planning and feasibility studies for cities and counties within the 13-county region. Other studies and workbooks completed for H-GAC include training sessions on recycling, organics diversion programs and commercial food waste diversion. Recent studies include the economic impact of recycling within the H-GAC region (2013), commercial food waste diversion (2015) and a generation and diversion 20-year forecast for the region (2017). Specific to these last two

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

studies completed in 2015 and 2017 was an emphasis on increasing the amount of organics diverted from the landfill – both yard waste, food waste and biosolids.



Allison Trulock | Senior Resource Recovery Consultant

BS, Economics and Political Science

Ms. Allison Trulock has more than 20 years of experience in the solid waste industry, specializing in strategic and master planning, solid waste and recyclables collection, options evaluations and efficiency studies, stakeholder outreach, procurement assistance, financial feasibility analysis, and ordinance review and development. In virtually all of the projects, organics diversion was a major component addressed by Ms.

Trulock. Allison is a member of SWANA, the Florida SWANA Chapter, current Vice Director of the Sustainable Materials Management Technical Division and past Director of SWANA's Collection and Transfer Technical Division.

- ▶ **Solid Waste Strategic and Master Planning Experience:** Ms. Trulock has developed many solid waste master plans and management plans, often using the stakeholder techniques described in the section below. A long-term plan provides the community with a forward-thinking road map to meet its needs in the near- and long-term, and in the most economical means possible, while considering other goals. Efforts in the development of these plans have included baseline efforts and needs assessment to develop a clear understanding of current conditions; identification of potential alternative strategies, usually vetted through stakeholder outreach; strategy evaluation considering the “triple bottom line” of sustainability (environmental, economic, social); and final plan development, including an implementation plan for the recommended strategies. Implementation plans address the timing, activities, responsible parties for activities, and monitoring and measurement activities. Ms. Trulock's current and previous solid waste master plan/solid waste management plan clients include City of Houston, Texas, Horry County Solid Waste Authority, South Carolina, City of Sioux Falls, South Dakota, Hillsborough County, Florida, Sarasota County, Florida, Pinellas County, Florida, Miami-Dade County, Florida and Mecklenburg County, North Carolina.
- ▶ **Stakeholder Outreach Experience:** Ms. Trulock has extensive experience using a variety of stakeholder outreach techniques. She is a firm believer in the benefits of engaging stakeholders early and often throughout the project. Engaging the participants of a system or program in the process of designing or changing the system or program enhances the buy-in of the community, and therefore increases the probability of success. Ms. Trulock is well versed in designing, executing, interpreting and facilitating a wide range of stakeholder outreach techniques.
- ▶ **Collection Efficiency, Options Evaluations, and Procurement Assistance:** Ms. Trulock has extensive experience in assisting clients with municipal collection systems in evaluating their current collection system for efficiency and route balance and evaluating options for changes to style or frequency in the collection system. She also has extensive experience in assisting clients with franchised or contracted collection systems in providing assistance with evaluating alternatives to include in the Request for Proposals (RFP), RFP document development and proposal evaluations, including cost evaluations.



Arin Gray | Public Input Technical Advisor

BS, Communication Studies

Arin Gray develops and implements public involvement plans to inform, gather input, and gain public consent. She identifies key stakeholders, selects appropriate audience based communication, arranges and facilitates public meetings and workshops, develops marketing materials, meeting exhibits and presentations, and provides media relations. She has expertise in planning and organizing website development, strategic planning, and crisis/issues management.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

Gray's approach is an expert combination of proven engagement tools and project specific strategy based on client goals and unique stakeholder needs. Her expertise drives engagement programs that capture a community's values and vision to enhance the technical aspects of a project. Her experience in working on infrastructure projects, transportation planning, and engaging the public in community planning is invaluable in building consent and support of projects, keeping projects moving forward, and promoting clients' missions and values.

- ▶ **Zero Waste Community Engagement Experience:** Gray provides strategic planning, implementation, and project oversight for ARR's Universal Recycling Ordinance Education and Outreach program. Gray has many relationships across the City and utilizes these relationships to engage and involve the community in Zero Waste and the URO. She has led multiple strategic planning sessions for ARR's URO project team. Gray's expertise in public involvement and project management is vital to ensure the URO campaign is successful. She consistently provides successful strategies for reaching the growing audience of affected property owners and is oversees development of multiple informational and educational strategies and campaigns for the program.
- ▶ **Master Planning, Vision Planning, Long Range Planning Experience:** Gray has led and facilitated public engagement for multiple local planning efforts. She oversaw engagement strategy and activities for the Emma Long Park Vision Plan and the Givens Park Master Plan for the City of Austin, facilitated engagement for the UT Brackenridge Tract Master Plan, and has led engagement for many transportation planning efforts including the Travis County Transportation Plan, the CAMPO 2040 plan, the CAMPO Active Transportation Plan, and the CAMPO Regional Arterials Plan. For each of these programs, Gray implemented tremendously successful strategies, engaging thousands of local stakeholders.
- ▶ **Experience with City of Austin Stakeholders:** In addition to the projects noted above, Gray has worked on multiple projects with City of Austin residents and stakeholders. She led public outreach for ten individual projects for the 2012 Transportation Bond program, oversaw public engagement strategy and implementation for six Austin Mobility Bond projects, works on projects for Austin Energy and Capital Metro.



Dr. Larry Schooler | Community Engagement and Consensus Building

PhD, Conflict Analysis and Resolution; MS Conflict Analysis and Resolution; BA, History

After an award-winning career in journalism, Dr. Larry Schooler has spent nearly 12 years as a mediator, facilitator, and public engagement consultant to government agencies at all levels (federal, state, regional, and local) and to both large and small nonprofit organizations. He worked as a facilitator and manager of the public engagement division for the City of Austin for more than eight years, working with nearly all

City of Austin departments and across a vast array of topics and stakeholders. His work facilitating task forces was recognized with a Peacemaker Award by the Austin Dispute Resolution Center, among other honors.

Dr. Schooler's award-winning public engagement work includes the creation of the online engagement portal SpeakUpAustin.org; the volunteer-driven community conversations program Conversation Corps; and the Televised Community Conversation. He has served as president of his professional organization, the International Association for Public Participation, and has held leadership roles in other conflict resolution organizations. He has been published widely on the topics of public engagement, conflict resolution, and consensus building, and he has spoken at conferences around the world. He has also authored a widely-shared manual on effective facilitation of public meetings.

- ▶ **Zero Waste Community Engagement Experience:** Dr. Schooler worked directly with Austin Resource Recovery over nearly a decade on its Zero Waste Master Plan and other related measures, including an ordinance regulating plastic and paper bags, a special events ordinance, policies affecting curbside pickup of recycling and composted materials, and the recycling of textiles.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

- ▶ **Master Planning, Vision Planning, Long Range Planning Experience:** Dr. Schooler has extensive experience in visioning and long-range planning. He played a significant role in devising and executing public engagement for the Imagine Austin comprehensive plan, the "Our Vision Fort Lauderdale" process, the Corpus Christi City Council's vision and long-range planning, the United States Environmental Protection Agency's strategic planning for small and disadvantaged businesses, and other nonprofit and governmental organizations.
- ▶ **Experience with City of Austin Stakeholders:** Dr. Schooler spent more than a decade working with City of Austin stakeholders on a wide array of topics ranging from land use to transportation, from affordable housing to public health, from social services to economic development.



Julie Richey | Senior Public Input Consultant

USZWBC Zero Waste Associate Certification; City of Austin Certified Zero Waste Professional

Julie Richey is responsible for the development and implementation of public involvement plans, stakeholder identification and outreach, stakeholder meeting facilitation, and media outreach efforts. She effectively manages project resources and brings unique ideas for effective outreach to the public.

She brings more than 15 years of experience in communications, client relations, and customer service. Her understanding of stakeholder needs and skill in communicating complicated technical information to community members provides clients and community members with confidence in the community engagement process. Her guidance, experience and skill in working with stakeholders individually, provides community members with the time and resources they need when working through sensitive issues during project development. This attention to detail provides a level of community involvement that supports clients' missions and helps keep projects on track.

- ▶ **Zero Waste Community Engagement Experience:** Julie manages the award-winning stakeholder outreach and education program to assist commercial properties required to institute onsite recycling programs. She assisted city staff with URO Administrative Rules, manages outreach and education to over 8,000 commercial properties, develops graphics and designs educational materials, and works with businesses to implement practices to reach zero waste goals. She also assisted ARR staff with outreach and waste sorts for the 2015 Community Diversion Study. Richey has conducted more than 40 educational workshops for this program and taught the course for ARR's Zero Waste Professional Certificate Program.
- ▶ **Master Planning, Vision Planning, Long Range Planning Experience:** Julie has facilitated community engagement for several in-depth planning projects in the Austin area and beyond. She developed messaging and materials and facilitated engagement activities for the Emma Long Park Vision Plan, conducted outreach for the CAMPO 2040 Plan and served as task lead for the Travis County Transportation Plan which garnered widespread participation with over 5,800 survey responses and more than 7,000 comments.
- ▶ **Experience with City of Austin Stakeholders:** Julie has conducted community outreach in the Austin area for 10 years. Through work for the City of Austin, Travis County, CAMPO, and TxDOT, Richey has visited with thousands of residents, businesses and community organization representatives. In addition to the projects noted above, she managed outreach for multiple City of Austin 2012 Bond transportation projects, led engagement for three 2016 Mobility Bond projects, and leads community engagement for two I-35 projects for TxDOT.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)



Sebastian Puente | Senior Public Input Consultant

Certified, Systematic Development of Informed Consent (SDIC), Institute for Participatory Management and Planning

Sebastian co-founded Cultural Strategies and serves as its managing partner. His experience spans over 20 years crafting, producing, and managing communications and media strategies for clients. As the chief operations officer for Hispanic Communications Network, Sebastian oversaw the production and syndication of daily and weekly cause-oriented radio and print campaigns, reaching millions of Spanish-speakers across the Western Hemisphere on over 160 radio stations, 60 newspapers, and four satellite radio channels. Among its clients were the National Science Foundation, U.S. Department of Labor, U.S. Army, and Robert Wood Johnson Foundation. Sebastian led the development of a leading print and online media company that served thousands of Spanish-speaking homes with local search services in Texas and Georgia, and was the publisher of Club Deportes, a weekly Spanish-language sports newspaper recognized nationally in 2008 with two José Martí Publishing Awards. As President of Cultural Strategies, Sebastian has overseen and directed development of communication strategies for public and private entities including The University of Texas System, The City of Austin, Sendero Health Plans, and The Texas Association of Community Health Centers to name a few. Key projects have included:

- ▶ **Curbside Compost Program Education and Outreach, Austin Resource Recovery:** Cultural Strategies was contracted by Austin Resource Recovery over a three-year period to spearhead its outreach efforts and educate residential customers about its Curbside Compost Program. To date, our team has conducted door-to-door educational outreach to over 30,000 housing units in targeted neighborhoods within the expansion areas, providing information in Spanish when needed, and hosted 55 trainings, workshops and events with community and neighborhood organizations.
- ▶ **Comprehensive Land Development Code Revision, City of Austin, Optics Design:** Cultural Strategies served as the prime communications sub-consultant to support public involvement during Phase 1. Sebastian worked with a broader outreach team of sub-consultants which included Civic Collaborations, to build an outreach approach that engaged a diverse set of residents and community groups representing a broad-set of interests. He managed the CS team to design and implement a branding research study, development of a brand identity and key messaging platform. The firm's scope included providing the City of Austin's Planning and Review Department and Public Information Office news media recommendations and placement, website content development, creation of initiative collateral materials including handouts, invitations, and flyers, outreach to stakeholder groups to schedule small group presentations and promote attendance to three large-scale public events, and three community workshops. CS also implemented the design and approach for a Community Ambassador Program and drafting of all public-facing reports. Cultural Strategies is currently supporting Phase 4 with communications and public engagement consulting.
- ▶ **Guadalupe Corridor Improvement Program, City of Austin, Kimley-Horn & Associates:** Cultural Strategies served as the primary communications sub-consultant to support the public involvement and strategic communications on the Guadalupe Corridor Improvement Program. Sebastian provided design strategy consulting and managed the CS team during the implementation of the community input process. Among the firm's responsibilities was the development of a brand identity for the initiative, outreach to businesses, landowners, neighborhood associations, university stakeholders including students, mobility advocacy groups, among others. The initiative provided public input and review of technical plans at two public meetings, six stakeholder meetings and one business open house. The team coordinated news media coverage, promotion of events including social media content, and designed and implemented a 47-question survey instrument that garnered 783 responses.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)



Beverly Silas | Community and Regional Planning

BA, Government

Beverly Silas has more than 30 years of public involvement experience. After more than 31 years of service with AT&T-Texas, concluding as Director of External Affairs and spokesperson for the company, Beverly retired and that was only the beginning. She has served as the interim program director for Leadership Texas (a case of giving back, since she had participated in the program as a student a few years earlier), and as the founding CEO for Envision Central Texas, a non-profit organization focused on addressing growth for the five counties surrounding Austin. Later, Silas became director of communications and public strategies with HBMG, Inc. which led to her position as president and chief executive officer with Concept Development & Planning (CD&P) LLC. Utilizing all of the skills developed throughout her career, she is now president of Beverly Silas & Associates, a privately-owned public affairs/public involvement firm, founded in 2007, and headquartered in Austin, TX.

Having worked with a number of public and private entities in and around Austin, Silas has provided public engagement leadership, overseeing services including meeting facilitation, logistics, photography, database creation and maintenance, frequently asked questions and fact sheet creation and updating, issues management, strategic messaging, and numerous other services. Clients include the City of Austin, Travis County and AISD and the City of Round Rock. Key experience for the City of Austin follows:

- ▶ **City of Austin Stakeholder Engagement:** Beverly has worked on public engagement airport, street and rail transportation and water projects for the City of Austin. For ABIA, she created a Public Communications Plan and to facilitate its implementation for the renovation and expansion of the existing terminal and expansion of the terminal apron. For the Jollyville and Forest Ridge water transmission mains, she sought stakeholder involvement and support of the alternative routes for the proposed water transmission pipeline. For an urban rail alternatives analysis, she provided stakeholder engagement to determine the preferred route for an urban streetcar serving central Austin.



Katie Coyne | Senior Sustainability and Resilience Planner

MS, Community & Regional Planning; MS, Sustainable Design; BS, Wildlife Ecology

Katie leads the Urban Ecology Studio at Asakura Robinson where she works on planning and design projects specifically targeting increased resiliency in from urban to rural areas, restoring ecosystem function on small-sites and across regions, conserving open space and facilitating sustainable public access, leveraging the protection of natural resources toward equity goals, and using data and research to drive the design of multi-functional green infrastructure sites and networks. Katie's traditional training in ecology allows her to understand the ecological imperative and technical nuances in the Urban Ecology Studio's work while her training in community planning and sustainability has armed her with the tools to understand how economic, cultural, social, and ecological goals must be balanced across scales for a resilient future.

- ▶ **Sustainability and Resilience Consulting:** Over the last ten years, Katie has worked as an ecologist working on landscape, aquatic, coastal, and marine ecology applied research; as an environmental advocate working with rural communities abroad; as an environmental educator in both traditional and non-traditional classrooms; and as an urban planner and ecological designer with project work throughout the country. She is passionate about studying the overlap of social and ecological issues and her work aims to create better connections between people and the ecological systems around them.
 - Austin FC Major League Soccer Stadium- Katie is leading facilitation efforts between the consultant team, owner, and City stakeholders from various departments related to sustainable and resilient design and

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

operations for the stadium including on topics such as energy, water, waste, ecology, history and culture, food production, and others.

- Resilient Houston- Katie is an integral part of the Resilient Houston team and brings her intersectional and interdisciplinary knowledge to the table with innovative ideas about how social, ecological, and economic systems in Houston can be aligned across common goals - resulting in a large-scale and resilient collective impact.
- Vision Galveston 2039- Katie serves as Senior Planner leading System-Scale Resilience for the island of Galveston. Her work focuses on how the island will thrive into the future in the face of rising seas, changing climate, shifting demographics and economics, and vital growth through thoughtful design and planning from sites to the larger Houston-Galveston region.
- The Healthy Parks Plan for Travis, Bastrop, and Caldwell Counties- Katie leads Asakura Robinson's efforts on the Healthy Parks Plan in collaboration with the Trust for Public Land. This work aims to understand how parks can be better leveraged on specific sites and across regions to improve community health. This project further demonstrates the breadth of experience Katie has in relating environmental features in our communities to human and community impacts.
- Plan Downtown - Katie was a key team member on the Plan Downtown project, leading discussions on resilience, ecological design, and green infrastructure for downtown Houston. This was an integral part of a plan for an urban center positioned on Buffalo Bayou in a region still recovering from Hurricane Harvey today.



Kari Spiegelhalter | Sustainability and Resilience Planner

MLA, Landscape Architecture; BA, Biology and Environmental Studies

Kari Spiegelhalter is a recent graduate of Cornell University, where she received her Masters of Landscape Architecture and was named Cornell's 2018 Graduate Olmsted Scholar. She is interested in how participatory design processes build ecological and social resilience in communities and cities. Prior to beginning her MLA, she co-founded a volunteer natural resources commission to restore prairies and wetlands in her hometown of Prospect Heights, Illinois.

- ▶ **Sustainability and Resilience Consulting:** Since joining Asakura Robinson in 2018, Kari has worked on a broad range of sustainability and equity-related design and planning projects, including the creation of park design guidelines to enhance public health, urban wetland design, and sustainable shoreline recommendations for the state of Texas.
 - Vision Galveston 2039- As an urban ecological designer, Kari is helping to create a systems-level ecological resiliency framework for Galveston Island and has facilitated multiple rounds of community engagement.
 - A Student's Guide to Environmental Justice- Co-wrote ASLA award-winning "Landscape Architecture Student's Guide to Environmental Justice" to introduce students to concepts of environmental justice and how they can design equitable, healthy places for all.
 - NOLAshares- She was the sole landscape architect on the winning team of the American Planning Association's 2018 Student Design Competition, which focused on creating a sharing economy system within a mixed income housing development in New Orleans.

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

D. Reference List of Municipalities Served

Throughout our proposal we have highlighted municipalities served by members of our project team. In this section, we have listed representative cities and counties we have communicated in our proposal.

- ▶ City of Austin, Texas
- ▶ City of Bastrop, Texas
- ▶ City of Bellevue, Washington
- ▶ City of Cedar Park, Texas
- ▶ City of Dallas, Texas
- ▶ City of Denton, Texas
- ▶ City of Denver, Colorado
- ▶ City of El Paso, Texas
- ▶ City of Fort Worth, Texas
- ▶ City of Garland, Texas
- ▶ City of Georgetown, Texas
- ▶ City of Houston, Texas
- ▶ City of Lewisville, Texas
- ▶ City of Los Angeles, California
- ▶ City of Minneapolis, Minnesota
- ▶ City of New Braunfels, Texas
- ▶ City of New York, New York
- ▶ City of Olympia, Washington
- ▶ City of Renton, Washington
- ▶ City of Roswell, Georgia
- ▶ City of San Antonio, Texas
- ▶ City of San Diego, California
- ▶ City of San Francisco, California
- ▶ City of San Jose, California
- ▶ City of Portland, Oregon
- ▶ City of Seattle, Washington
- ▶ City of Sheridan, Wyoming
- ▶ City of Sioux Falls, South Dakota
- ▶ City of Tacoma, Washington
- ▶ City of Tucson, Arizona
- ▶ City of Walla Walla, Washington
- ▶ County of McLeod, Minnesota
- ▶ Grant County, Washington
- ▶ Hillsborough County, Florida
- ▶ Johnson County, Kansas
- ▶ Kittitas County, Washington
- ▶ Louisville Metro Government, Kentucky
- ▶ Pinellas County, Florida
- ▶ Spokane County, Washington
- ▶ Thurston County, Washington
- ▶ Whatcom County, Washington
- ▶ Yakima County, Washington

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

E. Additional Information

Combined Areas of Solid Waste and Recycling Expertise



Our Team has the experience to successfully perform the scope of work for your project. Below are descriptions of key areas of the combined capabilities of the Burns & McDonnell project team.

Planning, Operations and Performance Enhancements

Careful planning is fundamental for developing and implementing an effective solid waste management program. Our team provides comprehensive, integrated planning services to help you achieve your goals in solid waste and resource recovery management.

Our trained environmental planners understand the technical, business, environmental and financial issues associated with solid waste and resource recovery management. This means we take a holistic approach to evaluating solid waste projects. We consider the project's life cycle as well as the needs and values of your community. We strategically plan and tailor programs to meet your needs.

PLANNING, OPERATIONS & PERFORMANCE ENHANCEMENT SERVICES

- ▶ Integrated solid waste management planning
- ▶ Strategic planning
- ▶ Facility master planning
- ▶ Business planning
- ▶ Stakeholder engagement
- ▶ Public involvement
- ▶ Program cost analysis
- ▶ Environmental and economic impact assessment

Financial and Economic Impact Analysis

We maintain an extensive database of the costs associated with collection, recycling and disposal operations based on dozens of financial projects completed for local governmental clients across the county.

Understanding costs, revenue, and rates is critical to making financially sound decisions concerning solid waste systems. Burns & McDonnell brings this understanding to each of our projects and is a leading provider of financial studies and analyses to public utility systems. We have developed a broad variety of rate models that allow solid waste clients to determine cost of service. Unlike most firms that perform these studies, we bring the operational and technical expertise required to understand an entity's solid waste system and the financial, accounting, and rate setting knowledge necessary to generate accurate and equitable rate structures.

FINANCIAL AND ECONOMIC IMPACT ANALYSIS SERVICES

- ▶ Cost of service and rate design
- ▶ Financial feasibility
- ▶ Market analysis
- ▶ Facility valuations
- ▶ Economic impact studies
- ▶ Regionalization feasibility
- ▶ Utility business planning

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

Service Procurement and Ordinance Review

Establishing sound solid waste management and recycling programs in your community is a balancing act, requiring you to weigh practical operations with community needs while establishing short- and long-term goals.

Our team understands that and brings a wealth of in-depth experience to help you sort through the challenges. Combining technical and financial skills with a problem-solving approach, we'll help you develop programs with cost-effective services and an enforcement framework with overall service that exceeds your customers' expectations. Our team has spent decades developing procurement documents, evaluating vendor proposals and assisting in contract negotiations. Our consultants, who bring legal and extensive solid waste and recycling experience, understand issues that surface during the analysis and final adoption of contracts for local governments.

Our team understands the importance of the policy framework needed to enforce program requirements through applicable ordinances and rules. And by reviewing applicable ordinances and rules, we'll help you drill down on details gleaned from the success of your programs. We'll assist your legal counsel in reviewing and updating solid waste and recycling ordinances, as well as help your staff navigate changing state and federal environmental regulations to effectively manage resources to benefit your customers.

Solid Waste and Recycling Facility Engineering, Planning, Permitting and Design

Modern solid waste and recycling facilities that protect human health and the environment result from skilled planning, state-of-the-art design, diligent construction and experienced operations. Our team provides comprehensive siting, development, master planning and permitting services to support solid waste and recycling facility development. Our experience with more than 200 solid waste management facilities throughout the United States means our professionals can address issues such as facility assessments, remaining capacity, compliance and permitting and design.

SERVICE PROCUREMENT & ORDINANCE REVIEW SERVICES

- ▶ Service procurement
- ▶ Contract negotiations
- ▶ Regulatory guidance
- ▶ Ordinance reviews
- ▶ Ordinance drafting

SOLID WASTE AND RECYCLING FACILITY SERVICES

- ▶ Facility design, permitting and construction
- ▶ Capacity analysis
- ▶ Operations
- ▶ Environmental assessment and impact statement preparation
- ▶ Environmental monitoring
- ▶ Facility master planning
- ▶ Stormwater control design
- ▶ Clay, composite and geosynthetic liner and cover systems
- ▶ Landfill gas collection and control
- ▶ Permit application and regulatory negotiations
- ▶ Air quality emissions

TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

Resource Recovery and Recycling Program Planning

Solid waste management and resource recovery requires cost-effective, innovative approaches in the context of sustainable materials management. Our team provides a full spectrum of solid waste and resource recovery consulting services that combines our business-focused approach with our facility planning, engineering and construction experience.

We have proven experience assisting clients with their facility planning and engineering challenges including transfer stations, single-stream recycling, mixed waste processing, construction and demolition recycling, household hazardous waste, energy from waste, composting, and landfill facilities.

With informed insight and proven experience, we help address leading edge resource recovery issues, such as today's single-stream recycling programs fueled by the need to meet high-diversion goals, balanced with cost considerations. We have helped numerous communities evaluate, plan and implement solid waste and resource recovery facilities and associated programs as part of their integrated solid waste management systems. By applying our engineering and business experience, we provide our clients with cost-effective engineering solutions.

RESOURCE RECOVERY AND RECYCLING PROGRAM PLANNING SERVICES

- ▶ Feasibility studies
- ▶ Facility siting, planning, permitting and design
- ▶ Facility and program operational reviews
- ▶ Facility procurement
- ▶ Design-build and facility retrofit

Conversion Technologies

Energy from waste is a complex field in which our team has built a portfolio of experience to help advise you in finding the preferred path. We've evaluated emerging conversion technologies and systems that expand your ability to capture energy from your solid waste facilities.

Whether you are a municipal, state or federal government entity, a financial institution or a developer, we bring you demonstrated value through independent consulting on the full range of solid waste conversion technologies, including:

- ▶ Thermal: mass burn, advanced thermal, refuse-derived fuel, pyrolysis, gasification, plasma arc
- ▶ Biological: anaerobic digestion, hydrolysis, fermentation
- ▶ Chemical: catalytic cracking
- ▶ Other: steam classification, autoclave, mechanical biological treatment

CONVERSION TECHNOLOGIES SERVICES

- ▶ Feasibility studies
- ▶ Independent engineering reviews
- ▶ Planning studies
- ▶ Project development

By combining project planning experience with technical and financial understanding, our team will assess both cutting-edge and proven technologies and help you overcome the associated challenges of project development.

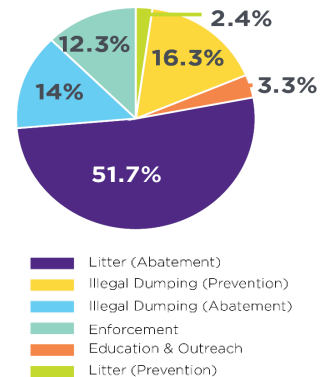
TAB 6 – EXPERIENCE AND QUALIFICATIONS

(continued)

Litter Control and Illegal Dumping Studies

Over the years, our team has completed several projects focused on decreasing litter and illegal dumping. For example, our project team members have completed multiple illegal dumping/litter studies for Keep Texas Beautiful, Texas Commission on Environmental Quality, North Central Texas Council of Governments (NCTCOG), as well as for the Missouri Department of Natural Resources. We also contributed to litter studies for Keep America Beautiful and the State of Georgia.

Through a combination of interviews, extensive data provided by the participating communities, and other available data, Burns & McDonnell documented the annual costs for addressing litter and illegal dumping for 9 Texas cities, including Austin. This experience provides a first-hand understanding the multiple programs, departments and costs associated with addressing litter and illegal dumping.



Our study of 10 Texas cities (including Houston) concluded that nearly 80 percent of costs are incurred on abatement and enforcement efforts, which places cities in a reactionary mode.

Stakeholder Engagement

To have adequate community input, to garner public support, or at least to develop public understanding, the public involvement program is a critical component in the successful development of a project. Without a well thought out plan to effectively discuss issues and address concerns, and educate the public, projects can be halted or delayed, which invariably costs money.

Burns & McDonnell's Stakeholder Management Services group represents an award-winning group of communications professionals with experience in public and government relations, community engagement, strategic planning, real estate services, data management, statistical analysis, multimedia services, and web design. From managing outreach for various types of facility siting projects to strategic plans for local governments and utilities, our team has conducted successful stakeholder outreach throughout the United States. Our award-winning services include creating community outreach plans that succinctly position projects in the public sphere. The approach we utilize incorporates not only our client's needs, but also regional specifics and community considerations.



TAB 7-
**PROJECT APPROACH AND
METHODOLOGY**

TAB 7 - PROJECT APPROACH & METHODOLOGY

PROJECT UNDERSTANDING

The City of Austin has been a leader in the state of Texas and nationally in developing and implementing innovative and effective programs to minimize waste and increase diversion. An example of this leadership is reflected by the City's adoption of the 2011 Master Plan. Since adopting the Master Plan, the Austin Resource Recovery Department (ARR) has implemented multiple programs, services and regulations focused on continuing to increase diversion and waste minimization. Specifically, the City has transitioned away from traditional solid waste management to focus on zero waste goals and strategies. As the City makes progress toward its goals, the world of solid waste management and resource recovery continues to evolve with challenges and opportunities.

With the passage of several years since adopting the 2011 Master Plan, ARR is seeking a qualified consultant to not only update the existing Master Plan, but to also complete important research on how other cities in Texas and nationally with zero waste and/or high recycling goals are performing and measuring their performance, as well as to analyze and provide recommendations for key existing and potential programs. Furthermore, soliciting and incorporating insight from a broad range of stakeholders that are representative of the Austin community will be critical. In addition, the approach must include collaborating with ARR to ultimately provide an updated Master Plan that can be implemented successfully by balancing objectives that may address increased diversion, costs and voluntary versus mandatory compliance.

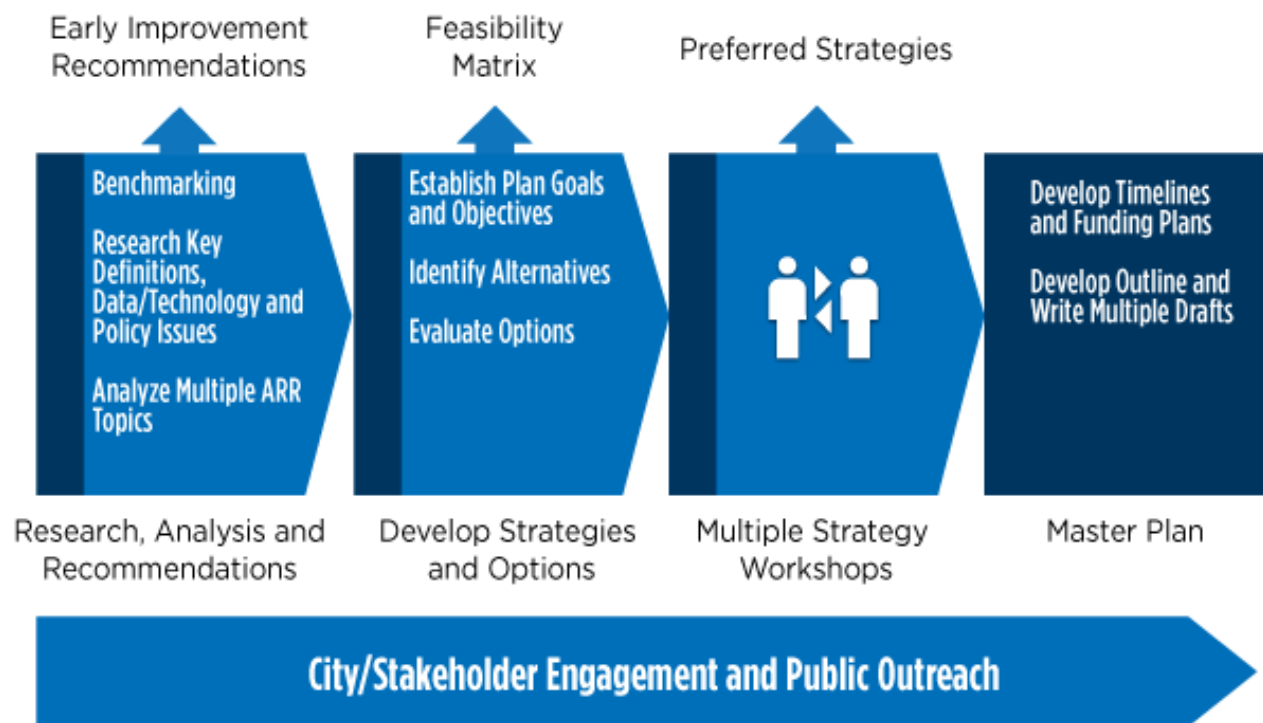
Our project team members have successfully completed multiple solid waste and recycling studies for the City and are consistently on the forefront of assisting our clients navigate emerging national trends in the solid waste and resource recovery field. We look forward to the opportunity of assisting the City to develop a tailored Master Plan, as it is a critical step to determine how the City will manage its solid waste and resource recovery needs well into the future. Planning and implementing an integrated solid waste management program is a complex and challenging endeavor encompassing a host of issues: technological, institutional, legal, social, economic and environmental. As communities throughout the U.S. pursue solutions to their solid waste management challenges, it is increasingly apparent that no single method, technology, or program offers a complete solution; rather, a combination of methods is needed to provide for appropriate and cost-effective management of specific types of waste in accordance with the unique properties of these various waste stream components.

Recognizing this, as well as the benefits of a more integrated approach, Burns & McDonnell is proposing to assist the City in developing a Master Plan that provides the vision and framework to guide future activities and to develop the infrastructure, programs and policies needed to manage the City's solid waste and resource recovery system and move the City toward its zero waste goals. Our experience shows that effective master plans:

- ▶ Reflect the community's values and guiding principles for waste management and resource recovery
- ▶ Establish local zero waste and solid waste management planning goals
- ▶ Include analysis and consideration of reasonable alternatives

SCOPE OF WORK

This section describes Burns & McDonnell project team’s approach to developing the Master Plan. We have structured the approach to be consistent with the tasks identified in the City’s RFP. The City’s RFP requested that we identify creative solutions and highlight innovative ideas used on similar projects; we have included this requested information in our proposed scope of work, identified by the lightbulb symbol. The following graphic summarizes the planning process.



Task 1 – Further Research

Task 1A – Benchmarking

We understand that the City would like to benchmark its performance against several comparable high-performing U.S. cities. Since our project team has worked with 11 of the 14 cities identified by ARR (**as highlighted in blue** and described in Tab 6), we can provide direct perspectives on their key issues, successes and challenges. Benchmark cities listed in the RFP include:



- | | | |
|----------------------|----------------------|------------------------|
| ▶ Austin | ▶ Minneapolis | ▶ San Diego |
| ▶ Dallas | ▶ Boulder | ▶ San Francisco |
| ▶ San Antonio | ▶ Boston | ▶ San Jose |
| ▶ Fort Worth | ▶ Los Angeles | ▶ Portland |
| ▶ San Marcos | | ▶ Seattle |

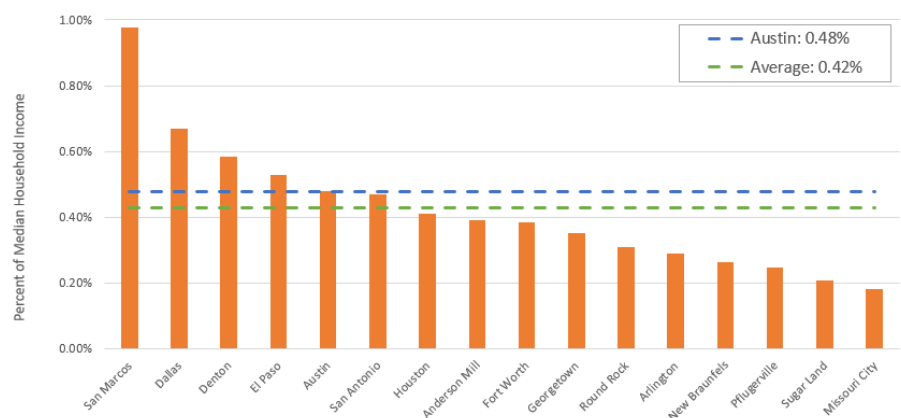
Based on this list of cities, we will complete an initial screening analysis to evaluate which cities will be informative (or not) for comparing to the City of Austin, the Austin metropolitan area and the ARR Master Plan. For the screening analysis, we will request input from ARR on the initial questions to answer, which may include the following:

1. Does the city have specific diversion / recycling measurement goal(s)?
2. Does the city measure its progress toward achieving these goal(s)?
3. Which generator types of are included in recycling measurement (e.g. single-family, commercial, multi-family, construction and demolition, etc.)?
4. Does the city meet minimum demographic criteria such as population?
5. Does the city have a recycling processing contract and can it be provided?

After summarizing the responses to these questions, we will meet with ARR to decide which cities will be included for the detailed benchmarking (as described below). With our budget based on benchmarking 14 cities, we will also be prepared to recommend other potential benchmarking cities if we do not survey all of the cities from the initial list. Two potential cities that could be included are Denver and Phoenix, as both are large cities in the western U. S have initiated substantial efforts to increase recycling and waste minimization while facing challenges similar to Austin (such as low disposal fees, lack of state recycling mandates and limited control over the commercial sector). Since our team members have worked extensively with both cities, we bring a direct understanding of their diversion goals and associated challenges.

For the cities to be included in the benchmarking, we will compile the following diversion measurement information for comparison to the City of Austin:

- ▶ **Process to calculate diversion rates:** Description of how the information is gathered and calculated
- ▶ **Most recently published diversion rate:** Confirm percentage and calculation and identify sectors included (e.g. single-family, commercial, Multi-family, construction and demolition, etc.)
- ▶ **Data collection and calculation methods:** Evaluate methodology based on factors such as the definition of recycling, is participation voluntary vs. mandatory, how is double counting addressed, are there efforts to address data gaps/extrapolation, accounting for residuals, generators included, material types included and accounting for upstream waste reduction (these categories are consistent with factors identified in the TCEQ's *Study on the Economic Impacts of Recycling*)



As an example of our benchmarking analysis, this slide was included in Burns & McDonnell's presentation for the ZWAC for the Affordability Study to communicate how residential rates compare to other cities in Texas based on median household income.

- ▶ **Component to calculate diversion rate (including technologies or methods):** Research the tools utilized for data gathering. This will include identifying technologies and methods used to track waste stream data (including commercial generators)¹
- ▶ **Definition of zero waste:** Written description of how zero waste is defined²
- ▶ **Methods to measure progress toward zero waste:** Obtain an understanding of issues such as data availability, ownership of data and frequency to collect data
- ▶ **Consideration of alternative methods to measure diversion:** Ask whether cities are using or considering use of alternative metrics (e.g. capture rate, disposal rate, participation rate, life cycle analysis, greenhouse gases) by generator²
- ▶ **Policy and program development:** Describe how the City balances voluntary compliance, incentive building and regulations³



To provide an objective basis for the benchmarking, we are proposing to reference a technical policy adopted by the Solid Waste Association of North America (SWANA) in 2018 that focused on measuring recycling.⁴ Specifically, this policy references the methodology developed by the U. S. EPA to guide state and local governments to develop recycling rates, which is consistent with the methodology utilized by Burns & McDonnell when we developed a recycling rate for the state of Texas within the *Economic Impacts of Recycling Study*. Please refer to Section D Measurement of Diversion Programs in Tab 6 of our proposal for further detail on our experience with this issue.

Additionally, we will benchmark the same cities to ask key questions about the processing and marketing of recyclable materials. To complete this task, we are proposing to build from the financial contract terms that Burns & McDonnell included in the “Financial Comparison of Recycling Processing Contracts” that we completed for ARR in 2018, as well as to ask other key questions. For cities that contract with a private company, we will request copies of their recycling processing agreements and develop a matrix that communicates the following contractual information:



KEY FINANCIAL TERMS	OTHER KEY TERMS
<ul style="list-style-type: none"> ▶ Operator and contractual relationship ▶ Processing fee ▶ Basis of material value for gross revenue (marketing requirements) ▶ Revenue share formula ▶ Revenue share percent ▶ Public education contribution ▶ Transfer and disposal fees for residue ▶ Other fees ▶ Other revenues 	<ul style="list-style-type: none"> ▶ Processing method (e.g. single-stream, dual stream) ▶ Program material recovery rate requirements ▶ Administrative charges / penalties ▶ Prohibit disposal or program recyclable materials ▶ Performance bond amount ▶ Recycling materials audit requirements ▶ Addition or removal of materials ▶ Rejected loads

¹ We will reference this information when we complete the data and technology review, as described in Task 1C.



² We will reference this information when we complete the analysis of diversion, disposal and reuse rates/definitions, as described in Task 1B.

³ We will reference this information when we complete the policy and program development review, as described in Task 1D.

⁴ Scott Pasternak and Bob Craggs had lead roles in developing this policy for SWANA, with Scott serving as the primary author and Bob facilitating the approval process with SWANA’s International Board.

Task 1B – Diversion, Disposal and Reuse Rates/Definitions

Based on a combination of information obtained during Task 1A and our project team’s experience, we will provide ARR with a technical memo that evaluates:

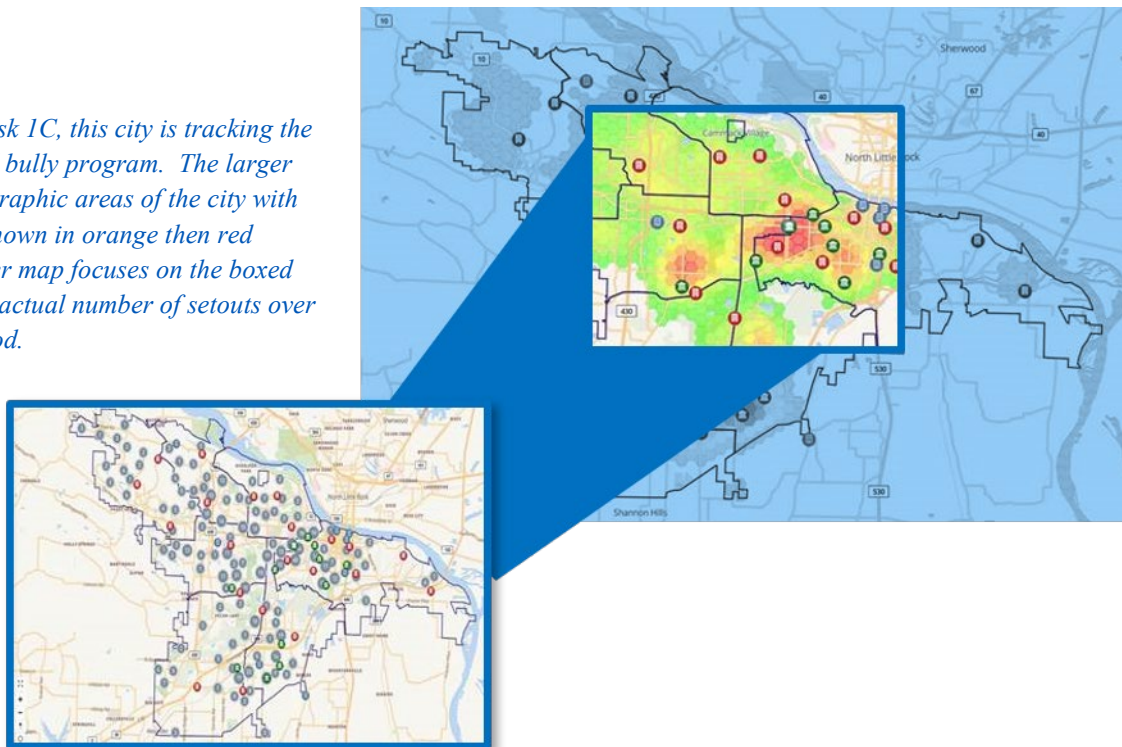
- ▶ **Industry and comparable cities definition of zero waste:** We will collaborate with ARR to select 5 – 10 governmental agencies, industry and environmental associations to ask for their definition of zero waste. We will also include definitions from the benchmark cities, as provided.
- ▶ **Methods to measure progress toward zero waste:** We will evaluate potential options based on data availability, ownership of data and collection frequency. A key aspect of this analysis will focus on evaluating options to obtain data from private companies that may be reluctant to provide needed information. Team members have successfully completed multiple studies for the state of Texas, NCTCOG and H-GAC that utilized effective strategies that we will describe in the Master Plan. 
- ▶ **Potential use of alternative methods:** This evaluation will address ideas included in the City’s RFP (such as disposal rate and clearer definition of diversion, disposal and reuse), as well as other alternative approaches such as capture rate, participation rate, life cycle analysis, greenhouse gases. We’ll also provide perspective on which alternatives may best align with various generators (such as per capita and per employee rates). 

Task 1C – Data and Technology

Based on a combination of information obtained during Task 1A and our project team’s experience, we will provide ARR with a technical memo that evaluates:

- ▶ **New technologies and methods that support data tracking:** The technology review will address integrated electronic reporting (e.g. Re-TRAC Connect platform), City-wide data management processes and dynamic data visualization outputs. The integration of available on-board technology and its application to hauler reporting requirements will be highlighted. The adjacent figure is an example from another city that is presently utilizing technology to track setouts for brush and bulky items, which could lead to implementing fiscal and/or operational changes focused on changing behavior to decrease setouts and/or increase diversion.
- ▶ **New and existing technologies for recycling, composting and/or disposal of collection materials:** Technology innovations geared toward increasing recycling and decreasing contamination such as the use of RFID chips, in-truck cameras and sensors, and other recent successful initiatives that have been deployed will be described. These technologies and their application to single family collection will be the primary focus because of their potential impacts to fostering increased diversion and increasing collection efficiencies. For the multi-family and commercial sectors, we will focus our research on innovative software partners (e.g. Rubicon Global) and hardware solutions incorporating Internet of Things (IoT) technologies (e.g. fill level bin sensors).
- ▶ **Case studies:** We will summarize up to three examples of how other communities are successfully utilizing data and technology to track data and/or increase recycling. We are presently assisting a number of communities explore these various technology options.

As mentioned in Task 1C, this city is tracking the use of its brush and bulky program. The larger map identifies geographic areas of the city with more set-outs (as shown in orange then red colors). The smaller map focuses on the boxed area to identify the actual number of setouts over a defined time period.



Task 1D – Policy and Program Development

Based on a combination of information obtained during Task 1A and our project team’s experience, we will provide informed perspective on the how to enhance policy and programming for the following key issues:

- ▶ What are the best ways to balance voluntary compliance, incentive building, and regulation?
- ▶ How might the City structure policy to most effectively increase diversion activities in waste streams serviced by ARR and private haulers, while also considering the various contributors to the waste streams (e.g., residential, commercial, multifamily, institutional, and industrial customers)?

Rather than provide ARR with a a theoretetical policy discussion, we will provide a matrix identifying a range of policy and program options and then provide up to three examples of how communities have identified the appropriate balance for their respective communities. While the communities will be selected based on agreement with ARR, here are three potential communities to consider (based on our reent experience working with each of them):



- ▶ **City of Minneapolis:** The city offers a pay-as-you-throw rate structure for its residential customers coupled with offering curbside collection of commingled recyclable materials and organics. For the commercial and multifamily sectors, the city requires private haulers to offer commingled recyclable materials collection to customers and these generators are required to recycle via ordinance. The city works closely with Hennepin County to provide comprehensive educational materials for these generators as opposed to expending extensive resources on enforcement of the ordinance. To foster additional diversion and gather more relevant data, the City is exploring a range of policy options for “organizing collection” for the private haulers serving the non-residential sector.
- ▶ **City of Denver:** Through its Solid Waste Management Department, the City offers curbside commingled recyclable materials and organics colleciton to its single family and small multi-family customers. The City does not presently

charge a pay-as-you-throw fee for services, but provides comprehensive targeted education to customers focusing on diverting under-captured materials.

- ▶ **City of Los Angeles:** When developing plans, we often recommend phasing policy implementation timelines – starting with voluntary + incentives (where possible) then shifting to mandates/bans, etc. For example, our team utilized this approach for the City of Los Angeles as a part of its Solid Waste Integrated Resource Plan.

Task 1 Deliverables

- ▶ Separate technical memos and PowerPoint slide content for Tasks 1A, 1B, 1C and 1D

Task 2 –Analysis and Recommendations

Utilizing our team of subject matter experts, our efforts in Task 2 will address efforts to review, analyze and develop recommendations for multiple topics to be included in the Master Plan. Within the following paragraphs, we have identified



the topics to be addressed and described our overall approach to complete Task 2. **We have also developed a table - which is provided at the end of Tab 7 - that provides detailed information for each topic, as well as identifies similar experience.** Topics to be addressed will include:

- | | |
|--|--|
| ▶ Capture Rate | ▶ Construction and Demolition Recycling |
| ▶ Messaging, Outreach, and Affecting Behavioral Change | ▶ Partnerships |
| ▶ Program Prioritization and Effectiveness | ▶ Recycling Markets, Economic Development Approach |
| ▶ Data and Continuous Improvement | ▶ Reduction, Reuse, and the Circular Economy |
| ▶ Rates, Fees, and Affordability | ▶ Universal Recycling Ordinance |
| ▶ Curbside Recycling Collection | ▶ Recycling Processing |
| ▶ Organics Processing Capacity | ▶ Collection of Hard-to-Recycle Items |
| ▶ Organics Diversion | ▶ Risk Analysis and Disaster Debris Management |
| | ▶ |

We will conduct the following activities in reviewing and analyzing each topic (as applicable to each topic):

- ▶ **Workshops with ARR Leadership:** For several meetings (as detailed in Task 5), we will discuss topics to get perspectives from ARR Leadership. We will also collaborate with ARR to define the criteria that will be used to evaluate each topic for consideration in the Master Plan.
- ▶ **ARR and Industry Interviews:** As appropriate, we will meet with and interview ARR staff that are working on the various topics; we will also communicate with industry representatives (making sure we communicate and receive approvals from ARR prior to initiating external communications).
- ▶ **Stakeholder Engagement:** Key portions of the stakeholder input process (as detailed in Task 3) will solicit ideas and feedback on key topics.
- ▶ **Field Observations:** Field observations allow us to obtain a real-world understanding for the challenges faced, productivity levels achieved, successes, and areas needing improvement.

Prior to conducting the analysis, we propose to discuss potential evaluation criteria and other information that would be addressed in the analysis. By collaborating with ARR to establish the evaluation criteria, we will identify the most important factors that will need to be addressed to identify strategies that align with the Master Plan goals.

Our analysis will include the following (as applicable to each topic):

- ▶ **Description of Topic:** Describe each topic, communicating why it is important to address in the Master Plan
- ▶ **Evaluation:** Evaluate topic based on industry best practices and applicable benchmarks
- ▶ **Alignment with Goals and Objectives of the Master Plan:** Identify whether the service as currently provided aligns with the goals and objectives of the 2011 Master Plan. In addition, we will identify specific aspects of each

service that could be changed to bring the service into further alignment with stated goals and objectives for the on-going Master Plan.

- ▶ **Options and Strategy Identification and Analysis:** Identify and evaluate potential options and strategies, providing brief descriptions.
- ▶ **Financial Analysis:** Develop planning level budget estimates of capital and operations and maintenance costs, which will also be communicated on a monthly cost per household basis. We will also identify potential funding sources/strategies.
- ▶ **Diversion Potential:** Provide perspective on how developing strategies specific to each topic will further enhance the City's diversion efforts. The project team will draw on our library of industry data and information to provide insight into the potential source reduction and diversion impacts and costs associated with a range of options and strategies.
- ▶ **Key Findings and Recommendations:** Provide key findings and recommendations that will be considered for implementation in the planning process. As appropriate, we will also identify services, programs or facilities to be modified.
- ▶ **Implementation Schedule and Funding Plan:** Describe the time frame for program implementation.



Task 2 Deliverables

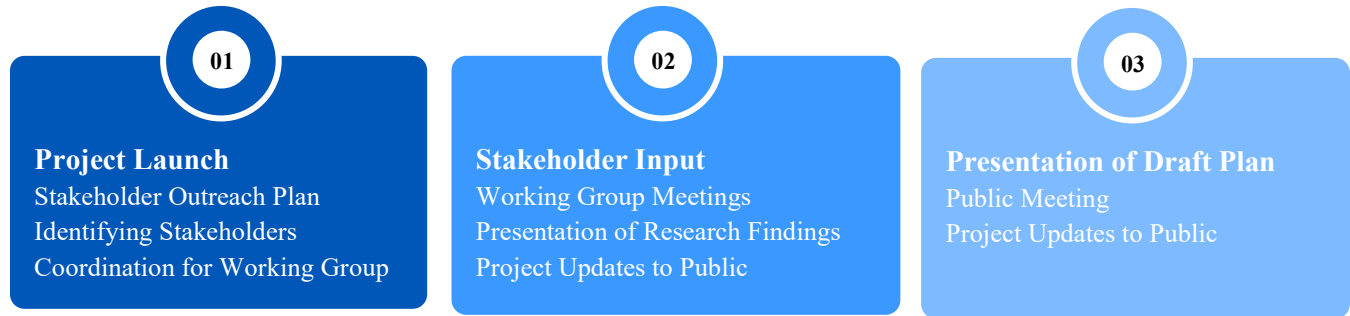
- ▶ Separate technical memos and PowerPoint slides for each topic

Task 3 – Stakeholder Input Process

Our team believes the updated Master Plan must incorporate both community and stakeholder input alongside the City's Zero Waste Goal. We believe success includes the engagement of all community members who feel they have a stake in this Plan, from the early adopters of Zero Waste strategies who were integral to driving the Zero Waste Goal, to those who have just recently been exposed to new opportunities for diversion. The long-term success of this plan will depend on building strong collaboration among our community's residents, businesses, industry contacts, and Zero Waste advocates to ensure that ARR's policies, programs, and objectives align with the priorities of the broader community.

Our approach outlines a variety of tools for an effective and efficient stakeholder input process to update the relevant values, guiding principles, goals and objectives of the Master Plan. We will work with ARR at the beginning of the project to further refine the goals and objectives of the stakeholder input process which will allow our team to make recommendations on the best outreach tools to implement.

Stakeholder Outreach Process



Task 3A – Developing Stakeholder Outreach Plan

We will start the process of developing the Stakeholder Outreach Plan in the kick off meeting (see Task 5A) with ARR representatives. Using principals and methods of the International Association of Public Participation (IAP2) Spectrum of Participation, CD&P will help ARR determine the goals and expected outcomes of the public input process and firmly identify the level of engagement and the role that the public will have in this process.

Our team will use this discussion to develop a Stakeholder Outreach Plan that identifies the objectives, strategies, tools, timeline, and resources for the outreach process. The plan will also include key evaluation criteria to be used to continually gauge the success of our efforts. This allows our team to adjust strategy and techniques if needed to keep the program effective and meaningful.

Identifying Stakeholders

Our team will work closely with ARR to identify stakeholders that represent the diversity of the Austin community. We will identify opportunities to engage community members in all 10 city council districts, and from the many social, business and community groups that make up Austin. We will incorporate strategies to reach our City's underserved populations, including non-English speaking community members.

For a project such as this one, we recognize that 1) the updated Master Plan will affect the entire Austin population, as well as those who conduct business in the City and live outside of it; 2) some segments of the local population and sectors of the local economy will experience more significant impacts from the Plan update than others; 3) some will take a far more significant interest in the process of updating the Plan than others. As such, we plan to provide a broad portfolio of engagement opportunities that cater to the varying needs, levels of interest, and significance of impact.



Experience with Austin's Commercial and Residential Stakeholders

To enhance the success of efforts to identify stakeholders, we will draw from the experience of two of our project team firms: CD&P and Cultural Strategies.

CD&P has provided outreach and education to these stakeholders on the Universal Recycling Ordinance since 2013. Their firsthand knowledge and experience with stakeholders provides an excellent foundation for facilitating discussion in the Working Group meetings.

Cultural Strategies has spearheaded efforts to educate residential customers about the curbside composting program, which has provided an understanding of how to seek participation from a broad spectrum of Austin residents.

Task 3B – Conducting Stakeholder Input Meetings

Our public involvement strategy will focus on involving all the different types of stakeholders that may be interested in the outcomes of this process. To do so efficiently, we propose convening a Zero Waste Working Group comprised of individuals representing various stakeholder groups for the seven working group meetings. Examples of these groups are noted in the box to the right. We will work closely with ARR to define this list and will seek input from City Council members on recommendations for community members from some groups to invite to participate.

This group will help both ARR and our team review and revise public engagement strategies; review analyses related to the Plan update conducted by ARR and our team; and offer suggestions that can be incorporated into the update draft. This working group will play strictly an advisory role; all decision-making on the contents of the Plan update draft will rest with ARR and the Austin City Council, with additional input from the Zero Waste Advisory Commission.

We recommend that this working group conduct its business differently than the Zero Waste Advisory Commission, which must follow Robert’s Rules of Order and take formal votes on many action items. We believe this working group will function best through a facilitated dialogue and consensus process, and we will bring our team’s extensive experience facilitating such groups for the City of Austin to this working group.

We will take the lead in developing meeting agendas and format, will develop meeting materials and presentations, and will facilitate and document the meetings. Meetings will include subject matter experts for presenting technical information and will include techniques to facilitate gathering input from members and will include identifying opportunities for members to further engage the publics and groups they represent in the process.

Sample Stakeholder Groups

Neighborhood representatives
Building owners and managers
Business owners
Haulers (trash, recycling, and compost)
Apartment building owners and managers
Janitorial Service Providers
Restauranteurs
Environmental/sustainability advocates
Education providers

Key Experience

CD&P has planned and facilitated dozens of working group, steering and advisory committee meetings for long range planning processes resulting in successful collaboration and consensus building among diverse and divergent interests.

ZERO WASTE WORKING GROUP MEETINGS	
MEETING #	FOCUS TOPICS
1 (Task 1)	Benchmark research findings, definitions technology, and policy
2 (Task 2A)	Capture rate, program prioritization, data collection
3 (Task 2B)	Affordability, curbside recycling, hard to recycle items
4 (Task 2C)	Organics diversion and processing, construction and demolition, Universal Recycling Ordinance
5 (Task 2D)	Recycling markets and economic development, reduction, reuse and the circular economy, and recycling processing
6 (Task 2E)	Outreach, changing behavior and partnerships
7	Presentation and review of Draft Plan

Task 3C – Summarizing and Documenting Stakeholder Input

Throughout the stakeholder outreach program, our team will document comments and input shared by the community. We will provide summary documents that include:

- ▶ Key takeaways from stakeholder meetings
- ▶ Summary of feedback on recommendations
- ▶ Summary of how stakeholder input was incorporated into the final plan

Task 3D – Presentation of Findings, Analysis and Recommendations

At key points during the stakeholder engagement process, our team recommends engaging with the broader public to seek their feedback. During the development of the Stakeholder Outreach Plan, our team will work with ARR to evaluate a variety of tools to effectively engage a diverse segment of the City’s community. Examples of effective tools are listed in the following table. Our cost proposal includes the provision of many but not all of the outreach strategies and tools included on the following table. We have chosen this approach as we would like to discuss ARR’s preferences on which strategies to utilize when we develop the Stakeholder Outreach Plan.

Outreach Strategies and Tools

Messaging	Create key messages to convey the purpose and goals of this planning process and to share information about research findings, analyses, and recommendations. Messaging will form the platform for consistent communication and for creating meaningful project materials.
Project Materials	Develop easy to understand informational materials, presentations, exhibits for meetings, the website, fact sheets, social media, etc.
Online Portal	Develop content for a project webpage within austintexas.gov to share project details, background information, project materials and opportunities to be involved in the process, including an interactive discussion board and other tools
Email Updates	Regular updates on project status, research findings, and opportunities will be shared with stakeholders to keep them informed and engaged.
Social Media	Content for posts and paid advertisements can be developed to promote awareness and participation. Content may include survey links and polling questions and will be shared with City social media managers to post through City Facebook, Twitter, and Nextdoor accounts.
Surveys	Develop survey(s) to collect input from stakeholders on values, guiding principles, goals and objectives for the plan. We will evaluate using a short version for intercept surveys at events and a long version as an option for those who want to share detailed input. Surveys can be promoted on the website, through media and social media, at meetings and events, and through email updates.
Stakeholder Interviews	Evaluate using these tools to gather insights from residents and businesses representing each of our 10 city council districts to understand their existing knowledge, attitudes, and beliefs around Austin's waste diversion programs, determine the most effective approach for creative messaging and participation tactics for each of the designated stakeholder audience segments, and gain insights on the participants' desired goals, expectations, and trade-offs for ARR programs
Media	Develop content for the ARR public information office to distribute to promote awareness, interest, and participation in the Plan update process.
Community Meetings & Events	Identify meetings and events that are already scheduled in the community to attend and share information. These tools provide more convenient option for stakeholders to participate and allow the team to reach people who would not attend a public meeting. Our team will focus on identifying meetings to attend in each of the City Council Districts.
Public Meetings	Consider options for public meeting formats including traditional meetings, virtual meetings (as highlighted on the next page), online streaming or other innovative methods. Meetings will be promoted through a combination of outreach tools and will be planned at convenient times to encourage attendance. Consideration will be given to location and geographic diversity to provide the opportunity for better attendance.



INNOVATION & SUCCESS

TV TOWN HALL – INTERACTIVE LIVE PUBLIC MEETING

Dr. Larry Schooler of our team conducted two innovative, award-winning televised community conversations on behalf of ARR in the past. In both cases, hundreds of Austinites were able to weigh in on proposed plastic/paper bag ordinances and curbside compost and recycling pickup from the comfort of their homes through telephone, text messaging, and Twitter. This cutting-edge technique enabled ARR to reach a far broader spectrum of Austinites than it would have otherwise and helped the department act in a way that respected the wide-ranging interests of the community. Our team could offer a similar meeting as part of the update process, particularly to reach harder-to-reach populations like lower-income residents, those for whom English is a second language, and those with mobility challenges (seniors, the disabled, etc.). The decision on whether to conduct this type of meeting will depend on which other outreach strategies will be utilized during the plan development process. If ARR would like to conduct a TV Town Hall meeting it would be in place of a traditional public meeting and we would need to reduce the level of effort for some of the other strategies and tools listed in the prior table. Additionally, combining 1 – 2 of the Zero Waste Working Group meetings could provide a portion of the budget dollars for a TV Town Hall meeting.

Task 3 Deliverables and Meetings

- ▶ Stakeholder Outreach Plan
- ▶ Planning and facilitation of seven working group meetings and documentation/analysis of results
- ▶ Planning and facilitation of one public workshop and documentation/analysis of results
- ▶ Planning and oversight of technological engagement tools and documentation/analysis of results
- ▶ Presentation of findings, analyses, and recommendations through a variety of outreach tools

Task 4 –Drafting and Revising Master Plan

A key objective for ARR is to develop a Master Plan that will meet the City’s planning needs and will be actionable. We believe that early collaboration regarding the organizational structure of the Master Plan is a critical step to developing a meaningful plan. Correspondingly, we appreciate the need to develop the Master Plan outline relatively early in the planning process, as this helps to keep ARR and our project team on the same page. We have found this to be a successful



approach during recent efforts to develop master plans for multiple project team clients such as the cities of Minneapolis, Cedar Park, Georgetown, Los Angeles, Seattle and Johnson County. The following table communicates key information associated with the development of the Master Plan outline and multiple drafts.

VERSION	PROPOSED OUTLINE	FIRST DRAFT	SECOND DRAFT	FINAL DRAFT
DESCRIPTION	Provides overview of sections, subsections and appendices	Complete version of Master Plan, incorporating updates based on Tasks 1 - 3	Complete plan, updated based on ARR's comments to the first draft	Complete plan, updated based on ARR's and ZWAC's comments to the second draft
TIMING	Develop after input from ARR Leadership at Meeting 2 (in Task 5). Request feedback to draft outline during Meeting 3 (in Task 5) with ARR Leadership.	Submit after completing Tasks 1 – 3. Complete 21 days after receiving each round of major revisions and seven days for minor revisions	Complete 21 days after receiving each round of major revisions and seven days for minor revisions	Complete seven days after receiving each round of minor revisions
MAJOR REVISIONS	2	2	1	0
MINOR REVISIONS	2	1	2	3

Our project team will update the Master Plan based on the information gathered during the studies and research described in Tasks 1 – 3. Further, the Master Plan shall include timelines and funding plans for policy and program development and implementation. All recommendations shall comply with the Capital Area Planning Council of Governments' Regional Municipal Solid Waste Plan and shall be prioritized according to such factors as contribution towards updated values or goals, beneficial impact, and ease of implementation. All deliverables will be submitted as Microsoft Word documents. As ARR staff provide comments to the major and minor revisions, we request that the City provide one set of consolidated comments to our project team so that we can have clear direction on the comments. We can be flexible regarding the preferred format for providing comments, which can be either directly using the “review” functions in Microsoft Word and/or providing a list of comments.

Task 4 Deliverables and Meetings

- ▶ Proposed and final master plan outline
- ▶ First draft of Master Plan
- ▶ Second draft of Master Plan
- ▶ Final draft Master Plan

Task 5 – Presenting Research Findings, Recommendations and Draft Plan

As discussed in the City’s RFP, our project team will present research findings, analyses, and drafts of the Master Plan during various times throughout the Master Plan development process.

Task 5A – Meetings and Workshops

This task describes the proposed meetings and workshops that will be conducted during the development of the Master Plan with ARR’s Executive Leadership Team, the general public, the Zero Waste Advisory Commission and City Council. For each of the meetings described in this task, we will coordinate with ARR’s project manager in advance of the meetings to address topics such as location, content, agenda time and content.

ARR’s Executive Leadership Team

We will conduct four meetings with ARR’s Executive Leadership Team.

- ▶ **Kick-off Meeting:** The purpose of the kick-off meeting is to initiate the project and confirm the project objectives, scope of work and schedule. A meeting will be scheduled with designated ARR staff and key members of the Burns & McDonnell project team. The meeting will accomplish several objectives, including:
 - Introduce key members of the Burns & McDonnell project team
 - Discuss the project timeline and scope
 - Discuss the stakeholder engagement process and plan
 - Identify key issues and develop initial goals for the Master Plan
 - Discuss the initial request for information
 - Identify primary contacts for our project team and the City and establish protocol for the exchange of information and the resolution of issues that arise in the normal course of this engagement



The kick-off meeting will provide a forum for establishing clear communication for the project.

As identified in the preceding bulleted list, a key focus on the kick-off meeting will be to identify key issues and develop initial goals for the Master Plan. During the meeting, we will facilitate a discussion to establish the goals and objectives of the Master Plan. Clearly defining the goals and objectives of the Master Plan is a critical step, as the objectives will create a framework for evaluating potential future initiatives.

- ▶ **Meeting 2 - Review Task 1 Further Research Results, Conduct SWOT Analysis and Discuss Master Plan**
Outline: After submitting the benchmarking results and associated technical memoranda from Task 1, we will meet with ARR to discuss the analysis and key findings. We will also identify and facilitate a discussion regarding how this information could influence the analysis that will be completed for Task 2, which is the analysis and recommendations for multiple ARR programs and policies.

During this meeting, we would also like to facilitate a SWOT analysis (Strengths, Weaknesses, Opportunities and Threats) to gain further perspective on key issues that will need to be evaluated for the topics identified in Task 2. All information from the SWOT analysis will be used as background information to guide our forthcoming analysis.

During this meeting, we will also plan to request feedback from ARR regarding the potential outline for the Master Plan. Having this discussion at this point in the planning process will facilitate alignment between ARR and our project team. Based on this discussion, we will provide ARR with the proposed master plan outline.

- ▶ **Series of Meetings to Review Task 2 Analysis and Recommendations and Develop Strategies to Meeting Plan Goals:** Rather than a single meeting, we are proposing to conduct multiple workshops with ARR to discuss the analysis and key findings for each of the 16 topics that will be evaluated in Task 2 (in alignment with the preferred order in the schedule). We will develop an agenda that will allow ARR staff to participate in discussions as appropriate. Since our project team is based in Austin, we can be flexible in terms of scheduling the workshops. To facilitate the discussion in a timely manner, we will develop summary PowerPoint slides for each topic.

During the workshops, we will focus on facilitating the discussion and analysis using sound methodology and objective criteria. Our role during the workshop will be to serve as an “opinionated facilitator,” and share our resource recovery and solid waste understanding and experience. This discussion will enable the City to develop a clear picture of the current system, future needs, and ultimately, what future strategies should be included in the Master Plan. During this workshop, as appropriate for each topic, we will provide a listing and summary description of potential program options and strategies that could be considered. This will provide guidance to our project team regarding preferred options that should be included in the Master Plan.

- ▶ **Meeting 4 - Discuss the Draft Master Plan:** After submitting the draft plan, we will conduct a meeting with City staff to discuss findings and recommendations, as well as to solicit initial feedback. This discussion will be intended to help facilitate the City’s review of the draft Master Plan.

General Public

Please refer to the Task 3 – Stakeholder Input Process for discussion of our scope of work to conduct the meetings with the general public. Our approach includes a combination of multiple strategies to engage the general public and does include one public meeting (which are in addition to the seven Zero Waste Working Group meetings).

Zero Waste Advisory Committee (ZWAC)

We are proposing to conduct three meetings with the ZWAC, which will focus on the following topics (we can also be flexible on the timing and content for these meetings):

- ▶ **Discuss Master Plan development process and Review Task 1 Further Research Results:** This presentation will occur after we discuss the Task 1 results with ARR and will focus on a PowerPoint presentation and question and answer discussion with the ZWAC. We will also provide ZWAC with an overview of the process to develop the Master Plan.
- ▶ **Review Task 2 Analysis and Recommendations:** This presentation will occur after we discuss the Task 2 results with ARR and will focus on a PowerPoint presentation and question and answer discussion with the ZWAC.
- ▶ **Discuss the Draft Master Plan:** This presentation will occur after we address revisions to the second draft of the Master Plan and will focus on a PowerPoint presentation and question and answer discussion with the ZWAC.

Austin City Council

We are proposing to conduct two presentations for the City Council during the development of the Master Plan. While our schedule reflects presenting to the Council after we complete the draft Master Plan and to present the final plan, we can be flexible to reflect the City’s preferred timing for the meetings, which may be in workshop format. We understand that the presentation of the draft Master Plan shall include timelines and funding plans for policy and program development and implementation.

For the meetings, we will prepare a slide deck based on the analysis, findings and recommendations and will have our project manager present to the City Council.

Additional subject matter experts can also be available to participate in the City Council meetings as appropriate.

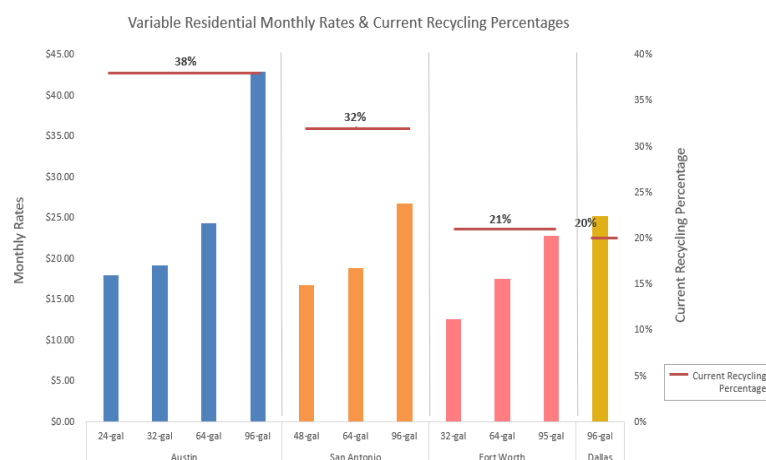
Task 5B – Develop the Master Plan and Presentations

This task is primarily focused on the development of PowerPoint presentations, as our efforts to develop and provide drafts of the Master Plan are described in Task 4. We recognize that there will be a need to communicate key findings and recommendations included in the Master Plan via slides that can be easily understood with the use of customized graphics. This approach



follows communication styles we have utilized in similar communications for other clients such as the cities of Austin, Dallas, El Paso, Fort Worth, Denver and Minneapolis.

Regional Recycling Goals



This slide was included in Burns & McDonnell's presentation for the ZWAC for the Affordability Study to communicate the relationship between monthly rates and progress toward increasing recycling percentages for the cities of Austin, San Antonio, Fort Worth and Dallas.

Task 5 Deliverables and Meetings

- ▶ Agenda and supporting information (including PowerPoints) for meetings and workshops
- ▶ 15 color printed copies of the final draft plan to present to City Council

Task 6 – Project Management

Task 6A – Project Management

To implement the proposed approach, a high level of project management and oversight will be provided throughout the project. Our Project Manager, Scott Pasternak, will be responsible for meeting the project budget and schedule. Scott has a proven track record of completing challenging solid waste management and planning projects for local governments across the Texas and throughout the U. S. Regular communication will be maintained between the Project Team and City staff through formal and informal efforts. This project management task is based on an 18-month project schedule. Key project management efforts will include:

- ▶ **Biweekly progress updates:** We will plan to meet either in person or via telephone on a biweekly basis. Since our Austin office is approximately six miles from ARR headquarters, we can be flexible on the preferred communication approach. We can also utilize our video conference-based telephone system as needed.
- ▶ **Monthly reports (including budget tracking):** We will provide monthly reports to reflect how much effort has been spent on each task in relation to the approved budget for that task, as well as to provide updates on overall progress, deliverables completed and schedule. This is consistent with the approach utilized when completing the Affordability Study for ARR, and we would propose to use the same template for the Master Plan.



Task 6B – Information Request

Approximately five working days following receipt of the Notice to Proceed for the project, we will provide ARR with a preliminary data request that encompasses the data needs for completing the Master Plan.

Task 6 Deliverables

- ▶ Biweekly meetings, which will be a combination of in-person and teleconference meetings
- ▶ Monthly progress reports to be submitted with each invoice
- ▶ Information request summary sheet

STATEMENT OF COMPLIANCE

Burns & McDonnell will comply with all applicable rules and regulations of federal, state and local governing entities and the terms of this RFP. We also understand the importance for the recommendations and strategies for this Master Plan to be consistent with the content of the Capital Area Planning Council of Government's (CAPCOG) regional solid waste management plan.

PROJECT SCHEDULE

While Burns & McDonnell is in agreement with the overall schedule as provided by ARR in the RFP, we would like to request additional time for the completion of Task 1. We are making this request since Task 1 will focus on getting benchmarking data from multiple cities and then utilizing this data to complete the other research tasks included in Task 1. We would like to request an additional five weeks to complete Task 1. Since this effort will occur toward the start of the project, extending the amount of time allotted for Task 1 will not impact the scheduled completion of the other tasks.

TASK 2 TOPICS TO BE EVALUATED

Based on the topics to be evaluated in Task 2, we have developed the following table that summarizes our approach and similar experience for each topic.

TOPIC	APPROACH	SIMILAR EXPERIENCE
Capture Rate	<p>Use existing characterization and recycling audit data to calculate capture rates for recycling and composting for single-family, multi-family and commercial generators.</p> <p>Compare capture rate to other communities identified in the Similar Experience column</p> <p>Develop recommendations designed to increase capture rate.</p>	<p>Capture rate studies completed for North Central Texas COG (including cities of Dallas and Fort Worth) and the cities of Chicago, Atlanta, Chicago, Cupertino, Denver, Louisville-Jefferson County, Palo Alto, Phoenix, Tacoma, Seattle (and King County), and the State of California provide a proven methodology. We've also developed recommendations on educational and outreach strategies to increase the capture of specific materials for many of these clients.</p>
Messaging, Outreach, and Affecting Behavioral Change	<p>Evaluate how to measure the efficacy of outreach, collateral, and messaging, and make recommendations on how best to communicate to customers and City residents.</p> <p>Efforts will include reviewing previous messaging and outreach from ARR to identify successes and gaps, engaging stakeholders and gain insights on previous outreach, researching and reviewing messaging successes in other communities, identify target audiences and motivators.</p> <p>Explore new ways to reach residents and drive behavioral change around waste diversion activities.</p>	<p>Burns & McDonnell is presently developing a regional recycling educational campaign for cities in North Central Texas that is focused on behavioral change.</p> <p>CD&P has developed messaging and conducted outreach to commercial and multifamily properties for the City's Universal Recycling Ordinance for the last six years and is familiar with previous messaging, successes, and opportunities.</p> <p>Cascadia has developed projects with numerous local governments and corporate clients across the country that utilize community based social marketing strategies to reduce contamination, improve diversion, and change target audience behavior.</p>
Program Prioritization and Effectiveness	<p>Programs to evaluate: ARR curbside services, the Recycle & Reuse Drop-off Center ("RRDOC"), the Universal Recycling Ordinance ("URO"), rebate programs, Recycling Economic Development Programs</p> <p>Evaluation criteria: diversion, waste reduction, consumer engagement, customer participation, carbon mitigation, cost of service, cost reduction, and efficiency.</p>	<p>Burns & McDonnell, Newgen and Cascadia routinely conduct similar evaluations for clients in Texas and across the United States. Representative clients have included cities such as Dallas, San Antonio, Minneapolis, Denver, Kansas City, Seattle and Los Angeles.</p>

TOPIC	APPROACH	SIMILAR EXPERIENCE
	We have assumed that ARR will be able to provide information on the current cost of service by program.	
Data and Continuous Improvement	<p>Evaluate data currently available to measure the City's progress toward the Zero Waste goals, identify necessary data that is not currently collected, and make recommendations about how best to obtain additional data needed to assess progress more comprehensively.</p> <p>Explore goals, metrics, and measurement options beyond a weight-based recycling rate.</p> <p>Provide cost estimates for implementing additional data collection and tracking, if recommended.</p>	<p>Developing mater plans routinely requires evaluating recycling and disposal data. Further, we recently advised the NCTCOG with developing and implementing a data tracking system for measuring recycling and completed a statewide recycling measurement project for the State of Texas.</p> <p>Cascadia routinely recommends measurements and metrics, both traditional and innovative. Cascadia designed, prepared, and facilitated a Measurement Symposium for the City of Seattle with regional and national stakeholders to initiate a dialogue and explore options for defining success in materials management beyond a weight-based recycling rate. Cascadia researched best practices for measuring materials management for Metro Oregon (including Portland).</p>
Rates, Fees, and Affordability	Incorporate key aspects of the Affordability Study into the Master Plan, which would address issues such as rates, use of environmental fees, service levels, recycling goals, pay-as-you-throw, affordability and potential opportunities to reduce costs.	Since Burns & McDonnell completed the Affordability Study, we can seamlessly integrate the analysis and findings into the Master Plan.
Curbside Recycling Collection	<p>Evaluate opportunities to improve curbside recycling collection (e.g. frequency, materials collected, PAYT, targeted education) with the goals of increasing the volume of recycling collected and reducing contamination.</p> <p>The review will include evaluating the City's implementation of weekly recycling collection for curbside customers, focusing on how the quantities of program recycling material and contamination change relative to the collection frequency. We will also evaluate the cost efficacy of this change (in terms of cost of increased diversion).</p> <p>Key metrics to be evaluated: compare pounds per household and contamination levels to benchmark cities, as well as state and national averages.</p>	Burns & McDonnell, Newgen and Cascadia routinely evaluate community curbside recycling collection programs and provide recommendations on how to improve the programs. Recent clients have included the cities of Dallas, El Paso, San Antonio, Denver, Minneapolis, San Jose, Cedar Park, Georgetown and Seattle (King County).

TOPIC	APPROACH	SIMILAR EXPERIENCE
Organics Processing Capacity	<p>Review current, and any new planned capacity in the CAPCOG region, using current information (from the City, recently plans for Georgetown and Cedar Park, CAPCOG and TCEQ) and industry contacts.</p> <p>Identify types of materials that are accepted by each facility, and capacity limitations.</p> <p>Clarify definition of organics (i.e. yard waste, food waste, biosolids, etc.).</p> <p>Evaluate current capacity in comparison to projected organics diversion (see next topic).</p>	<p>Burns & McDonnell recently completed master plans for the cities of Georgetown and Cedar Park which evaluated organics processing capacity in Travis and William counties.</p> <p>NewGen has worked with H-GAC in identifying the capacity of composting facilities within the H-GAC planning region in relation to the amount of materials currently diverted, and what could potentially be diverted. NewGen is currently working with Houston to determine how much more of the organics stream could be potentially diverted from landfills.</p>
Organics Diversion	<p>Review current organics being diverted by the City's various diversion programs – service level, historical volumes.</p> <p>Determine per capita diversion rates; compare with other cities in benchmarking process.</p> <p>Determine current food waste and biosolids diversion programs.</p> <p>Identify opportunities for cost effective expansion of programs.</p>	<p>Burns & McDonnell has assisted numerous local governments develop solid waste and recycling plans addressing strategies for increasing organics diversion.</p> <p>Locally, CD&P has conducted numerous Zero Waste Assessments for food-service businesses and provided trainings and education on implementing organics diversion practices. Cultural Strategies has extensive experience with residential compost customers in Austin.</p> <p>NewGen has worked with H-GAC to expand and increase the diversion of organics (yard waste and food waste) and is currently working with the City of Houston to potentially expand their organics diversion programs.</p>
Construction and Demolition Recycling	<p>Study the progress, impact of, and potential future steps for, the Construction and Demolition Recycling Ordinance, identify any barriers to compliance, (such as lack of access to processing facilities) and identifying potential solutions to such barriers, including cost estimates.</p>	<p>The recent master plans completed for the cities of Georgetown and Cedar Park evaluated the need for processing facilities. Specific strategies for increasing C&D diversion were included in the City of Minneapolis Zero Waste Plan. Team members have also been involved in assessment of C&D processing systems in metro areas such as Dallas-Fort Worth and Minneapolis, including developing cost estimates for C&D MRFs.</p>

TOPIC	APPROACH	SIMILAR EXPERIENCE
Partnerships	<p>Evaluate opportunities to create or enhance partnerships with the following:</p> <ul style="list-style-type: none"> Regional entities to help reinforce consistency in messaging, particularly for accepted materials and hard-to-recycle materials Private businesses or other City departments or entities for satellite drop-off locations for hard-to-recycle items Local universities and schools for internships, research opportunities, and other collaborative problem-solving Businesses and residents to recognize with awards or incentives for Zero Waste achievements, as well as those to present with disincentives or feedback for improper recycling Private haulers to identify shared challenges and potential solutions and to explore roles private haulers could play in helping the City advance its Zero Waste goal 	<p>Recent solid waste and recycling projects for the cities of Bastrop, Cedar Park and Georgetown and CAPCOG provide informed perspective to identify potential regional opportunities. We can also build from the regional recycling campaign model we are developing for NCTCOG.</p> <p>Cascadia has collaborated closely with student environmental groups as part of university zero waste projects across the country.</p> <p>Cascadia has managed commercial and multi-family partnering programs for Seattle Public Utilities, the City of Alameda (StopWaste) and in the San Francisco area.</p>
Recycling Markets, Economic Development Approach	<p>At minimum, our team will address the following:</p> <ul style="list-style-type: none"> Tools (e.g. financial, program, others) for developing local or regional recycling markets Construction/deconstruction markets and opportunities (reuse of building materials rather than demolition). Analysis of which types of recycling-related firms the City should target based on the Austin area's competitive advantages and potential to be successful. Types of incentives to attract and retain recycling, remanufacturing, and reuse companies to the City area. Review of programs and tools used by other communities and states that have proven to attract and retain Zero Waste focused businesses. Review of how recycling markets, including actions taken by China or other export markets, impact ARR 	<p>Burns & McDonnell and its team members have completed several statewide and regional studies evaluating the economic impacts of recycling. Moreover, we have worked with individual communities and states to identify recovered materials end use business opportunities.</p>

TOPIC	APPROACH	SIMILAR EXPERIENCE
	programs and ARR's progress in reaching its Zero Waste goal.	
Reduction, Reuse, and the Circular Economy	<p>Summarize the existing landscape of waste reduction, reuse, and circular economy organizations.</p> <p>Identify opportunities to increase source reduction, reuse, and the circular economy by drawing on successful examples elsewhere and adapting to Austin's economy and community.</p>	<p>Our team routinely includes source reduction, reuse, and community-based solutions in developing materials management plans. For example, Cascadia has a long history with source reduction and reuse, including background research to inform the State of Oregon's Waste Prevention Strategy, support developing Oregon's 2050 Materials Management Vision and Framework, the City of Tacoma's Sustainable Materials Management Plan, and the City of Olympia's Toward Zero Waste Plan. Cascadia is currently supporting the Comprehensive Solid Waste Management Plan update for the City of Seattle, with a strong focus on waste prevention, reuse, and circular economy.</p>
Universal Recycling Ordinance	<p>Study the progress, impact, and potential future steps of the URO</p> <p>Evaluate the effectiveness of the ordinance requirements at achieving diversion goals and the identification of any barriers to compliance</p> <p>Benchmark the ordinance with up to three other communities with comprehensive commercial recycling requirements.</p>	<p>Burns & McDonnell completed a commercial recycling study for the City of Minneapolis in 2016, which included detailed benchmarking of commercial recycling programs and policies for five communities (including City of Austin) to identify a successful combination of policies and programs. Master plans for clients such as Georgetown, Johnson County, Louisville-Jefferson County (KY), City of Los Angeles, City of Tacoma, City of Olympia have also addressed commercial recycling issues.</p> <p>CD&P has assisted ARR with implementing the URO since 2013. through this work, CD&P has met with hundreds of affected properties, provided review and analysis of required reporting, and have assisted in analysis of hundreds of waivers requested by the business community which indicate a variety of barriers to compliance.</p>
Recycling Processing	Review key terms of the City's agreement and provide recommendations that reflect "best practices."	In 2018, Burns & McDonnell completed a "Financial Comparison of Recycling Processing Contracts" for ARR, which compared Austin's contract to other Texas

TOPIC	APPROACH	SIMILAR EXPERIENCE
	<p>Identify key issues, added value options and performance standards to be addressed in the City's next RFP or contract renegotiation.</p> <p>Provide a planning level understanding of capital and operational costs for the city to own and/or operate a MRF.</p> <p>Provide recommendations on the most cost-effective methods to process and market material in the future.</p>	<p>cities. We've also advised cities such as Dallas, San Antonio, Minneapolis and Fort Worth on recycling processing options, including costs for city-owned and operated facilities. The Economic Impacts of Recycling Study included a section focused on public-private partnership options for recycling processing. Team members also completed a recycling processing option analysis for the City of Austin in 2009.</p>
Collection of Hard-to-Recycle Items	<p>Evaluate potential collection methods for hard-to-recycle items that are not accepted in the curbside recycling program, such as polystyrene foam, plastic film, batteries, electronics, and paint.</p> <p>Explore convenient and cost-effective recycling options for all residents, taking into consideration that not all residents are able or willing to travel to the RRDOC.</p>	<p>Master plans for Cedar Park and Georgetown evaluated multiple options to enhance the recovery of hard to recycle items, including the idea of partnering with the City of Austin. A 2017 study for the City of Denton evaluated options to establish a regional program for hard to recycle materials, and benchmarked successful programs in Dallas, Houston and Fort Worth (Tarrant County).</p>
Risk Analysis and Disaster Debris Management	<p>Perform a risk analysis that identifies significant risks to the solid waste management program.</p> <p>Develop strategies to eliminate or minimize these risks, such as system flexibility.</p> <p>Risk events could include major storms, loss of material markets, safety issues, landfill closures, or other related events.</p> <p>Provide recommendations on managing disaster debris.</p>	<p>For the 2018 Affordability Study, Burns & McDonnell identified risks such as the need for additional infrastructure capacity – composting, transfer stations and landfills. We have recently advised clients such as Dallas, Denver, Fort Worth, Garland, Minneapolis and San Antonio on various risks to their solid waste and resource recovery operations.</p> <p>Project team members have advised and provide support to multiple cities and counties regarding issues associated with risk analysis and disaster debris management, including planning and disaster response services.</p>

TAB 8-

PROPOSAL ACCEPTANCE PERIOD

TAB 8- PROPOSAL ACCEPTANCE PERIOD

Burns & McDonnell's proposal is valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date.

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Sandy Wirtanen 512-974-7711	PM Name/Phone	N/A
Sponsor/User Dept.	Austin Resource Recovery	Sponsor Name/Phone	Sydney Richardson 512-974-1899
Solicitation No	RFP 1500 SLW3003	Project Name	Austin Resource Recovery Master Plan Update
Contract Amount	\$1,000,000	Ad Date (if applicable)	2/11/2019
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
The City seeks Consultants qualified to update the Austin Resource Recovery Master Plan by conducting research, analyzing existing programs and data, conducting a gap analysis, conducting stakeholder feedback sessions, and incorporating community feedback and values in recommendations for policy and/or program development.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
N/A			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91573 - Public Information Services - 50% 91832 - Consulting Services - 15% 95605 - Business Research Services - 15% 95670 - Research Services - 20%			
Sandy Wirtanen		1/30/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	1/30/2019	Date Assigned to BDC	1/30/2019
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input checked="" type="checkbox"/> Subgoals	4.35% African American	3.39% Hispanic	

GOAL DETERMINATION REQUEST FORM

	1.41% Asian/Native American	7.75% WBE
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program <input type="checkbox"/> No Goals		

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:	
<input type="checkbox"/> Insufficient availability of M/WBEs <input type="checkbox"/> Insufficient subcontracting opportunities <input type="checkbox"/> Sufficient availability of M/WBEs <input type="checkbox"/> Sole Source	<input type="checkbox"/> No availability of M/WBEs <input type="checkbox"/> No subcontracting opportunities <input checked="" type="checkbox"/> Sufficient subcontracting opportunities <input type="checkbox"/> Other
If Other was selected, provide reasoning:	
MBE/WBE/DBE Availability	
m/wbe availability	
Subcontracting Opportunities Identified	
Sub contracting available	
Counselor Name	Jan Wesley Smith for 2/30/19
SMBR Staff	Signature/ Date
SMBR Director or Designee	Date 1/30/19
Returned to/ Date:	